

Sycamore

PARK DISTRICT

Established 1923

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Sycamore Park District

Regular Board Meeting

July 26, 2016

6:00 pm

Maintenance Building, 435 Airport Road

AGENDA

CALL TO ORDER (Roll Call Vote)

APPROVAL OF REGULAR AND CONSENT AGENDA (Voice Vote)

APPROVAL OF MINUTES: (Voice Vote)

- 3. Regular Minutes: June 28, 2016
- Executive Session: June 28, 2016

APPROVAL OF MONTHLY CLAIMS:

- 13. Claims Paid Since Board Meeting (Roll Call Vote)
- 27. Claims Presented (Roll Call Vote)

CONSENT AGENDA:

- 33. Superintendent of Finance Monthly Report
- 36. Budget Report
- 53. Superintendent of Golf Operations Monthly Report
- 56. Superintendent of Parks and Facilities Monthly Report
- 63. Recreation Report
- 65. Executive Director Monthly Report

“Sycamore Park District - we put the MORE in Sycamore”

“Sycamore Park District is an equal opportunity provider and employer”

Board of Commissioners Meeting

July 26, 2016

PG 2

CORRESPONDENCE-

- 68. Lorri Thrower – Shelter Rental
- 69. DCCF
- 71. KishHealth System

PUBLIC INPUT

- Introduction Of and Thanks To Caeden Keith and DeKalb Scout Troop 33

Monthly Department Report: Steve Tritt

POSITIVE FEEDBACK/REPORTS

OLD BUSINESS:

- 72. Recommendation for Approval of Contract for Construction Management Services—Dan (ROLL CALL)
Report of ACTION 2020 Committees—Dan/et.al.
Update on Leaf a Legacy—Ted/Ann/Michelle
Update On Lighted Sign—Dan/Michelle
- 135. Beginning Swimming Pool Accessibility Design Work—Dan (ROLL CALL)
- 137. Trail Study at Leon Larson Park—Dan (ROLL CALL)
- 150. Authorization to Negotiate w/Liquid Asset Mgmt. Firms—Dan
- 152. Setting a Timeline for Bond Issuance—Dan

NEW BUSINESS:

- Chamber Golf Outing—Dan
- 157. Footwear Policy—Dan
- 159. Housekeeping Policy—Dan
- 163. Trail Project Information at Farm Bureau—Ted (ROLL CALL)
- 164. Annexation Ordinance 05-2016—Dan (ROLL CALL)
- 180. Update on Annexation Errors—Dan
Crime Information at Parkside Preserve from Chief Theirault—Dan
Setting of Date for Next Study Session

PUBLIC INPUT

EXECUTIVE SESSION (Roll Call Vote):

In accordance with 5 ILCS, Par. 120/2c, I move that the Board convene in Executive Session to discuss:

- 5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
- 6. The setting of a price for sale or lease of property owned by the public body.
- 7. The sale or purchase of securities, investments, or investment contracts.

**Minutes of the Regular Meeting of the Board of Commissioners
Sycamore Park District
Tuesday, June 28, 2016**

The regular meeting of the Sycamore Park District Board of Commissioners, DeKalb County, Illinois, held at the Sycamore Park District Maintenance Building located at 435 Airport Road in Sycamore, Illinois is called to order at 6:00 p.m. on Tuesday, June 28, 2016.

Will the recording secretary please call the roll.

The following Sycamore Park District Commissioners are physically present and will be participating in the meeting in person: **Commissioners Graves, Kroeger, Tucker and Schulz.**
Commissioner Strack was absent.

The following Sycamore Park District Commissioners are not physically present, but will be participating in the meeting via video and/or audio conferencing: **None.**

The following Sycamore Park District Commissioners are not physically present, and will not be participating in the meeting: **Commissioner Strack.**

Staff members present were Director Gible, Jackie Hienbuecher, Jeff Donahoe, Kirk Lundbeck, Lisa Metcalf, Sarah Rex, and Recording Secretary Jeanette Freeman.

Guests at the Board meeting were: None

**Regular and Consent Agenda Approval –
Motion**

Commissioner Tucker moved to approve the Regular Agenda and Consent Agenda.
Commissioner Schulz seconded the Motion.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

**Approval of Minutes –
Motion**

Commissioner Tucker moved to approve the April 26, 2016 Regular Meeting Minutes.
Commissioner Kroeger seconded the Motion.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Claims and Accounts Approval

Motion

Commissioner Kroeger moved to approve and pay the bills in the amount of \$199,390.25.
Commissioner Graves seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
 P 2

Correspondence –

- First National Challenge
- DCEDC Letter

Public Input –

Monthly Department Presentation – Program Supervisor –Sarah Rex – She went over the process for the brochure mailings. She also noted that some brochures are taken to the local businesses. The cost to produce the brochure is approximately .55 cents and .16 cents to mail the brochure for an approximate total cost of .71 cents per brochure. We are working on a quote from 2012 with the current printer, so this next year she will be getting new quotes from more companies. She is going to try adding a small mailer to go out after Christmas. She feels right now the brochure is still our number one way to communicate with our citizens.

Positive Feedback/Reports –

- Commissioner Graves noted the Spartan Open had the most money raised. The staff and golf pro did an outstanding job. They will be getting together to get the numbers. He noted the golf was excellent and the service was excellent. Director Gible asked to have a request asked at the meeting. We would like them to bring in the coolers the day before so they can be filled with ice and then we have overnight to make more ice to prevent running out.
- Commissioner Tucker gave kudos to Jeff Donahoe and staff – the flag pole and monument looks great.
- Commissioner Kroeger noted he was by the Park and saw it was packed.
- Supt. of Parks Donahoe noted the Storm Tournament went really well.
- Commissioner Schulz noted she heard a little bit about the concessions. Supt. of Finance Hienbuecher noted this is one of the highest weekends in a while for Storm tournament. Having a credit card machine out there helped assist in sales. Supt. of Parks Donahoe noted he received a lot of compliments on our complex. There were teams from KY that were surprised at how nice everything was and like that the fields are all together and concessions is in the middle. There were 76 teams and it was capped at that and they actually turned down 40 teams.
- Commissioner Schulz noted she has had a lot of feedback on the Pool Employee of the Day. The text blast on swim lessons is great. Program Supervisor Lisa Metcalf noted this if a parent gave the cell number they all got the text if changes or cancellations to the swim lessons.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
 P 3

Sycamore Park District Annual Board Meeting and Election of Officers

Vice President Schulz called the annual meeting to order. Vice President Schulz then turned the meeting over to Director Gibble. Director Gibble opened the floor for nominations for Vice President.

Director Gibble opened the floor for nominations for Vice President.

<u>Office:</u>	<u>Nominee:</u>	<u>Nominated by:</u>	<u>Seconded by:</u>	<u>Vote:</u>
Vice Pres.	Michelle Schulz	Ann Tucker	Daryl Graves	(4) Ayes

Director Gibble closed the floor for nominations for Vice President.

Roll Call

Director Gibble called for a roll call to close the nominations for Vice President. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Roll Call

Director Gibble called for a roll call to vote on the nomination. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Director Gibble then turned the balance of the nomination process over to the Vice President Michelle Schulz.

Vice President Schulz opened the floor for nominations for President.

<u>Office:</u>	<u>Nominee:</u>	<u>Nominated by:</u>	<u>Seconded by:</u>	<u>Vote:</u>
President	Ted Strack	Ann Tucker	Bill Kroeger	(4) Ayes

Vice President Schulz closed the floor for nominations for President for the coming year.

Roll Call

Vice President Schulz called for a roll call to close the nominations for President. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Roll Call

Vice President Schulz called for a roll call to vote on the nomination. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Vice President Schulz opened the floor for nominations for Treasurer.

<u>Office:</u>	<u>Nominee:</u>	<u>Nominated by:</u>	<u>Seconded by:</u>	<u>Vote:</u>
Treasurer	Jackie Hienbuecher	Ann Tucker	Daryl Graves	(4) Ayes

Vice President Schulz closed the floor for nominations for Treasurer for the coming year.

Roll Call

Vice President Schulz called for a roll call to close the nominations for Treasurer. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Roll Call

Vice President Schulz called for a roll call to vote on the nomination. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
P 4

Secretary: Daniel Gible

Recording Secretary: Jeanette Freeman

Legal Services: Ancel Glink

Audit Services: Lauterbach & Amen, LLP

IAPD Legislative Contact: Commissioner Strack

Board Member Delegate to State Conference: Commissioner Strack

FOIA Officers: Daniel Gible, Kirk Lundbeck– will remain as indicated/recommended.

Open Meetings Act Official: Board President and Vice President– will remain as indicated/recommended.

ADA Coordinators: Kirk Lundbeck and Lisa Metcalf.

Plan Commission Representative: Commissioner Schulz- will remain as indicated/recommended.

Roll Call

Vice President Schulz called for a roll call for the above nominations. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Roll Call

Vice President Schulz called for a roll call to vote on the nomination. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Vice President Schulz Closed the Annual Meeting for 2016.

Old Business –

Bond Proceeds Investment Strategy: Jacob Stark/American Deposit Management – Dan-

Director Gible noted he wanted to give the board what options are out there to manage the proceeds from the bonds. He introduced Jacob Stark and Kelly Brown with American Deposit Management. Both Jacob and Kelly went over what service they provide. Director Gible noted they have another firm that will come present to the board and later he and Supt. of Finance will bring a recommendation to the Board.

Report of Action 2020 Committees –

- Commissioner Graves noted the Dog Park committee is going good and he has a few people that are interested in working on grants. Director Gible noted he and Sarah had forwarded some links on Dog Park Grants.
- Commissioner Schulz noted the Community Center Committee had a fundraising meeting. Director Gible noted he would like them to meet with Dan Templin of the DCCF to apply for a grant.

Update on Leaf a Legacy – Commissioner Schulz noted this is continuing. Director Gible noted we have 3-4 large grant requests out there.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
P 5

Park Tour – Supt. of Parks Jeff Donahoe noted the park tour will be scheduled for July 5th or July 8th.

Rotary Golf Outing – Director Gibble noted the outing is tomorrow and would be appreciated if the board could stop by and thank them for the \$25,000 gift they gave the Park.

Annexations to the City of Sycamore – Commissioner Schulz noted the annexation for the 80 acres for the soccer complex as well as the acreage across the street went before planning commission and unanimously supported and was sent to the City Council. It was then passed at the City Council meeting. Director Gibble noted that night was a recognition of a retiring officer. There were a number of police officers and they came up to him and said this is so great for the community.

Updates on Technology:

Phone System – Jackie – Supt. of Finance noted she has a timeline for a phone system. She has been researching our current system. Next month she will be getting a test phone for Administration and the Maintenance building to see how it will work with our current system.

Software System – Lisa & Sarah – Program Supervisor Metcalf noted they had demonstrations on software and there are two they are looking at. They are having one more demonstration this week and then will get all staff together and make a decision.

Phase I ESA – Director Gibble noted this has been completed. In the future when we acquire land, for insurance purposes the land has to pass the Phase I ESA before we can acquire the land. They found no concerns on the and now we will hire an engineer to do a site assessment for the possible trail location.

Amended Impact Fee – Director Gibble recommends making the modification as noted in the Impact Fee staff recommendation.

Motion

Commissioner Tucker moved to approve the amended Impact Fee as recommended.
 Commissioner Graves seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
P 6

New Business

Annual Review of Board By-Laws – Director Gibble noted he doesn't see any need for any changes and recommends adopting as is.

Motion

Commissioner Graves approved the Board By-Laws as presented. Commissioner Kroeger seconded the Motion.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Quarterly Capital Funds Update – Supt. of Finance Hienbuecher noted this is just an update of the capital funds.

Bi-Annual Review of Executive Session Minutes -

Motion

Commissioner Tucker moved to release July 22, 2014 Executive Session Minutes and authorize staff to dispose of all closed session audio tapes more than 18 months old for those meetings that Executive Session minutes were approved more than 18 months ago. Commissioner Kroeger seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Adoption of Prevailing Wage Ordinance – Supt. of Hienbuecher noted we are required to pass this ordinance. She is recommending approval.

Motion

Commissioner Kroeger moved to approve Prevailing Wage Ordinance #03-2016. Commissioner Tucker seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Consider Disposal of Surplus Equipment – Director Gibble we have a small list of items and we are required by law to pass the ordinance on this.

Motion

Commissioner Tucker moved to approve Ordinance #04-2016. Commissioner Graves seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
P 7

Adopt Policy on Ergonomics – Supt. of Finance Hienbuecher noted that PDRMA asked if we had an Ergonomics Policy. We did not, so we are putting into place now. The policy is written by PDRMA and is an additional way to keep our employees safe. Director Gibble noted the policy is the starting point and we will then assess all jobs.

Motion

Commissioner Tucker approved the Ergonomics Policy as presented. Commissioner Kroeger seconded the Motion.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

MOU with NIU for Fitness Operation – Director Gibble noted we are moving ahead with a multi-pronged approach to the management structure for our fitness operation. The main prongs are the day to day service and how we can affiliate ourselves with a medical service provided. He would like to get a graduate assistant in place to work with us over the next year.

Motion

Commissioner Tucker moved to authorize the Executive Director to enter into the MOU with NIU. Commissioner Graves seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Authorize Executive Director to Negotiate Construction Management Contract –

Commissioner Kroeger noted we had a professional services group. He noted that Director Gibble sent out a request for proposal and there were 8 responses. The group went through all of them and narrowed it down to 3 finalists. They then held interviews and rated them 1-3. The group was all in agreement on the order of the finalists. He noted the recommendation is to let Director Gibble make the negotiations with the number 1 pick of the group and if that fails to negotiate with the number 2 pick of the group. Director Gibble noted that he has heard that some potential donors have said they will not give unless we use local companies. He noted that there are more ways to look at how we manage tax payer's dollars than just the fact that it is a local contractor. He also noted that some of the services and the capabilities that the number 1 pick bring to this project will help our local taxpayers as much or more than if the money passes through a business that has a Sycamore address. There are different ideas on what local is considered, but all 3 firms expect to use local contractors.

Motion

Commissioner Tucker moved to authorize the Executive Director to enter into negotiations with the first firm as presented in the staff recommendation and to bring a contract for final approval of the Board to the July Board meeting. Commissioner Graves seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
P 8

Campus Project Management and Supervision –

Motion

Commissioner Graves moved to approve the structure for the Campus Project Management as recommended. Commissioner Tucker seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

License Agreement for Chief Black Partridge Park ADA Sidewalk -

Motion

Commissioner Graves moved to approve the License Agreement for Chief Black Partridge ADA Sidewalk as recommended. Commissioner Kroeger seconded the Motion.

Roll Call

Vice President Schulz called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Policy on Park District Social Media – Program Supervisor Sarah Rex noted our Personnel policy currently has a blogging policy, but social media has come a long way. We need to update our personnel policy to cover all the new ways. She is recommending approval of the Sycamore Park District Social Media Policy.

Motion

Commissioner Tucker approved the Sycamore Park District Social Media Policy as recommended. Commissioner Kroeger seconded the Motion.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0.

Minutes of the Regular Meeting of the Board of Commissioners
 Sycamore Park District
 Tuesday June 28, 2016
P 9

Setting of Date for Next Study Session –There was no need to set a date at this time.

Public Input - None

Motion

The Board adjourned the Regular Session to go into Executive Session at 8:19 pm on a motion made by Commissioner Tucker for the reasons listed below. The motion was seconded by Commissioner Kroeger.

Roll Call

Vice President Schulz called for a roll call vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
- 5 The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
- 6 The setting of a price for sale or lease of property owned by the public body.
- 7 The sale or purchase of securities, investments, or investment contracts.
11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

The Board convened to Executive Session at 8:19 pm. The roll was called with Commissioners Graves, Kroeger, Schulz, Tucker, and Strack present along with Director Gibble as Secretary, Supt. of Finance Hienbuecher and Recording Secretary Freeman.

Motion

The Board adjourned the Executive Session at 9:30 p.m. and reconvened to Regular Session on a motion made by Commissioner Kroeger. The motion was seconded by Commissioner Tucker.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Minutes of the Regular Meeting of the Board of Commissioners
Sycamore Park District
Tuesday June 28, 2016
P 10

Motion

The Board adjourned the Regular Session at 9:30 p.m. on a motion made by Commissioner Kroeger. The motion was seconded by Commissioner Tucker.

Voice Vote

Vice President Schulz called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0. President Strack was absent.

Respectfully Submitted,

Jeanette Freeman
Recording Secretary
Sycamore Park District

DATE: 07/20/2016
 TIME: 10:38:17
 ID: AP450000.WOM
 12

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

IN THE RETURN

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
ACUSHNET	ACUSHNET COMPANY								
	902758442	01 FOOTJOY STYLE 58014	501000001305	06/24/16	00001247	56597	07/07/16	64.72	64.72
									64.72
									VENDOR TOTAL: 64.72
AFLAC	AFLAC								
	729956	01 EMPL PREM	101000002006	06/12/16	00000000	56590	06/29/16	459.50	459.50
									459.50
									VENDOR TOTAL: 459.50
ALL	ALL STAR SPORTS INSTRUCTION								
	164156	01 JUNIOR PROGRAMS	205550026128	06/30/16	00000000	56598	07/07/16	6,840.00	6,840.00
		02 LEAGUE PROGRAMS	205550036128		00000000				4,560.00
									2,280.00
									VENDOR TOTAL: 6,840.00
AMER	AMERIGAS								
	85398108	01 PROPANE TANK EXCHANGE-FILL	303300076500	06/27/16	00000000	56599	07/07/16	89.81	53.70
									53.70
	85510277	01 PROPANE CYLINDER FILL	303300076500	06/30/16	00000000	56599	07/07/16	89.81	36.11
									36.11
									VENDOR TOTAL: 89.81
ANCEL	ANCEL, GLINK - LAW OFFICES OF								
	49778	01 CORPORATE MATTERS	101000036120	04/12/16	00000000	56600	07/07/16	7,725.00	7,725.00
		02 TAX EXEMPTIONS	101000036120		00000000				7,202.50
		03 ANNEXATIONS	101000036120		00000000				190.00
									332.50
									VENDOR TOTAL: 7,725.00
ARTHU	ARTHUR CLESEN, INC.								
	315605	01 PARK ROUND-UP, PH ADJUST	101500076507	06/16/16	00001265	56601	07/07/16	1,710.16	240.16
									240.16
	316188	01 FAIRWAY FUNGICIDE	504100076507	06/30/16	00001250	56601	07/07/16	1,710.16	1,470.00
									1,470.00
									VENDOR TOTAL: 1,710.16
CITY	CITY OF SYCAMORE								
	JUNE 2016 TAX			07/20/16		56640	07/20/16	806.00	806.00
									VENDOR TOTAL: 806.00

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P. O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT

	JUNE 2016 TAX								
	01	CITY SALES TAX - CLUBHOUSE	303000116852	07/20/16	00000000	56640	07/20/16	806.00	806.00
	02	CITY SALES TAX - BEV CART	303100116852		00000000			234.00	234.00
	03	CITY SALES TAX - BB CONC	303300116852		00000000			55.00	55.00
	04	CITY SALES TAX - POOL CONC	303400116852		00000000			382.00	382.00
	05	CITY SALES TAX - CATERING	303500116852		00000000			82.00	82.00
								53.00	53.00
	UTV								
	01	UTV PURCHASE	261000076500	06/27/16	00000000	56581	06/28/16	4,000.00	4,000.00
								4,000.00	4,000.00
	CITY OF SYCAMORE								
	1271000000-0616								
	01	WATER-SEWER MAINT	101500096704	06/30/16	00000000	56641	07/20/16	74.99	74.99
								74.99	74.99
	COMCAST								
	061916								
	01	INTERNET	101000096706	06/19/16	00000000	56642	07/20/16	302.68	302.68
	02	INTERNET	201000096706		00000000			99.92	99.92
	03	CABLE	303000096705		00000000			99.93	99.93
	04	CABLE	504000096705		00000000			51.41	51.41
								51.42	51.42
	CONSERV FS								
	121002034								
	01	GASOLINE - GOLF	504100076515	05/19/16	00000000	56604	07/07/16	4,774.54	736.80
	02	GASOLINE - PARKS	101500076515		00000000			342.40	342.40
	03	GASOLINE - SC	202100076515		00000000			180.36	180.36
								214.04	214.04
	121002035								
	01	GASOLINE - GOLF	504100076515	05/19/16	00000000	56604	07/07/16	4,774.54	503.20
	02	GASOLINE - PARKS	101500076515		00000000			35.43	35.43
	03	GASOLINE - SC	202100076515		00000000			49.65	49.65
	04	GASOLINE - TRUCKS	101500076515		00000000			75.34	75.34
								342.78	342.78
	121002036								
	01	TANK 4 GASOLINE - OLD SHOP	504000076515	05/19/16	00000000	56604	07/07/16	4,774.54	201.20
								201.20	201.20
	121002157								
	01	DIESEL - GOLF	504100076515	06/02/16	00000000	56604	07/07/16	4,774.54	845.68
								420.23	420.23

VENDOR TOTAL:

VENDOR TOTAL:

VENDOR TOTAL:

DATE: 07/20/2016
 TIME: 10:38:17
 ID: AP450000.MOW

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

PAGE: 5

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT		
HAWK	3884467RI	06 GATORADE	303000086631	06/17/16	00001281	56607	07/07/16	736.90	673.25		
		07 LARGE CUPS	303300076550		00001281				39.68		
		08 WAX PAPER	303300076550		00001281				84.78		
		09 FOIL SHEETS	303300076550		00001281				86.50		
		10 NACHO TRAYS	303300076550		00001281				82.20		
		11 MEDIUM CUPS	303300076550		00001281				30.66		
		12 NACHO CHEESE CUP LIDS	303300076550		00001281				68.82		
										65.46	
		VENDOR TOTAL: 736.90									
		HORN	390701	01 GOLF PRIDE TOUR WRAP	501000001302	06/21/16	00001238	56582	06/28/16	102.33	102.33
				02 SHIPPING	501000001302		00000000				93.38
				VENDOR TOTAL: 1,235.85							
VENDOR TOTAL: 1,235.85											
KUNZ	391508	01 WYNN OVERSIZE GRIPS	501000001302	06/29/16	00001238	56609	07/07/16	154.08	154.08		
		02 SHIPPING	501000001302		00000000				145.13		
VENDOR TOTAL: 256.41											
LOARRO	062916	01 6-29-16 CONCERT	206194006128	06/29/16	00000000	56595	06/30/16	1,000.00	1,000.00		
		VENDOR TOTAL: 1,000.00									
OF	842821834001	01 LAMINATOR - POOL	518000046200	06/01/16	00000000	56591	06/29/16	72.77	72.77		
		02 MOISTENERS-BAGS	1010000046200		00000000				48.79		
VENDOR TOTAL: 72.77											

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	4952295	18 BAKED BEANS	303500086640	06/21/16	00001274	56613	07/07/16	4,242.33	3,284.23
		19 KETCHUP	303300086629		00001274				37.59
		20 RELISH	303300086629		00001274				23.82
		21 HOT DOG COUPON	303000086615		00001274				24.90
									-8.00
	4952296	01 FRYER BOATS	303000076550	06/21/16	00001280	56613	07/07/16	4,242.33	31.62
		02 COFFEE FILTERS	303000076550		00001280				22.87
									8.75
	4964263	01 FRYER OIL	303000086617	07/01/16	00001278	56613	07/07/16	4,242.33	926.48
		02 SLICED PICKLES	303000086629		00001278				39.68
		03 GATORADE	303000086631		00001278				23.97
		04 DORITOS	303000086622		00001278				156.00
		05 BACON	303000086613		00001278				28.85
		06 HAMBURGER BUNS	303000086613		00001278				33.79
		07 FRENCH FRIES	303000086617		00001278				26.62
		08 POPCORN CHICKEN	303000086616		00001278				37.10
		09 HAMBURGERS	303000086613		00001278				75.94
		10 HOT DOGS	303000086615		00001278				197.60
		11 BRATS	303000086615		00001278				135.68
		12 BRIOCHE BUNS	303000086613		00001278				135.64
		13 ZIPLOC BAGS	303000076550		00001278				22.84
		14 HOT DOG COUPON	303000086615		00001278				21.77
		15 BURGER COUPON	303000086613		00001278				-8.00
									-1.00
RALLY	RALLY FOR THE CURE							VENDOR TOTAL:	4,242.33
	DONATION	01 SWING FOR CURE EVENT	501000002101	07/01/16	00000000	56614	07/07/16	760.00	760.00
ROYER	CURRAN CONTRACTING-ROYER							VENDOR TOTAL:	760.00
		2							
		01 FINAL PMT PAVING	101000066406	07/08/16	00000000	56637	07/13/16	13,121.92	13,121.92
								VENDOR TOTAL:	13,121.92
SHAW	SHAW SUBURBAN MEDIA							VENDOR TOTAL:	321.58
		0616100270306/2016							
		01 MEDIA PACKAGE	101200046208	06/30/16	00000000	56646	07/20/16	321.58	321.58
								VENDOR TOTAL:	321.58

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
SIGNATURE DEMOLITION SERVICES									
	16016-02	01 DEMOLITION-FINAL	711000056312	06/17/16	00000000	56583	06/28/16	21,575.00	21,575.00
STAPLES									
	3303051092	01 PENS-INK-POST NOTES	101000046200	05/21/16	00000000	56593	06/29/16	525.15	91.83
		02 PENS-INK-POST NOTES	201000046200		00000000				45.92
	3303051093	01 BATTERIES	101000046200	05/21/16	00000000	56593	06/29/16	525.15	11.98
	3303051094	01 BATTERIES	201000046200	05/21/16	00000000	56593	06/29/16	525.15	11.98
	3303051095	01 BATTERIES	101000046200	05/21/16	00000000	56593	06/29/16	525.15	8.64
		02 BATTERIES	201000046200		00000000				8.64
	3303775972	01 PLANNER BOARD	101000046200	05/28/16	00000000	56593	06/29/16	525.15	60.99
	3303775974	01 WASTE BAGS - CH	303000046200	05/28/16	00000000	56593	06/29/16	525.15	60.99
		02 PAPER-CLIPS-LAM-CLIBD	101000046200		00000000				260.08
		03 PAPER-CLIPS-LAM-CLIBD	201000046200		00000000				232.17
	3305762502	01 POOL- LAMINATE POUCHES	518000046200	06/18/16	00000000	56593	06/29/16	525.15	13.95
		02 TAPE-INK-CHIPS	101000046200		00000000				13.96
		03 TAPE-INK-CHIPS	201000046200		00000000				13.96
SUPERIOR BEVERAGE									
	00021358	01 BUD	303000086634	06/22/16	00001272	56615	07/07/16	1,098.00	77.14
		02 BUD LIGHT	303000086634		00001272				36.96
		03 MICH ULTRA	303000086634		00001272				20.09
		04 FOUR STAR	303000086634		00001272				20.09
		05 KEG	303000086634		00001272				77.14
		06 KEG RETURN	303000086634		00001272				36.96
VENDOR TOTAL:								525.15	525.15
	00021367			06/29/16		56615	07/07/16	1,098.00	574.40
									30.50
									155.50
									18.20
									148.20
									252.00
									-30.00
									523.60

FROM 06/27/2016 TO 07/20/2016

VENDOR # INVOICE # ITEM DESCRIPTION ACCOUNT NUMBER INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/ITEM AMT

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
	00021367	01 BUD	303000086634	06/29/16	00001271	56615	07/07/16	1,098.00	523.60
		02 BUD LIGHT	303000086634		00001271				45.75
		03 BUSCH LIGHT	303000086634		00001271				277.50
		04 MICH ULTRA	303000086634		00001271				42.15
		05 ARNIE PALMER	303000086631		00001271				18.20
		06 KEG	303000086634		00001271				44.00
		07 KEG RETURN	303000086634		00001271				126.00
									-30.00
								VENDOR TOTAL:	1,098.00

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
SUPERIND	16-1719	01 IRRIGATION PUMP/SEAL, REPAIR	504100076505	06/22/16	00001252	56616	07/07/16	705.00	705.00
								VENDOR TOTAL:	705.00

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
SYCPK2		PETTY CASH REIMB		06/29/16		56594	06/29/16	366.50	366.50
		01 MTO PETTY CASH	205340016216		00000000				25.00
		02 HOT CHOCOLATE	303300086632		00000000				24.81
		03 MAILINGS	101000046202		00000000				14.85
		04 MAILINGS	201000046202		00000000				14.84
		05 HOLIDAY PARTY	101000046213		00000000				56.00
		06 HOLIDAY PARTY	201000046213		00000000				56.00
		07 CONFERENCE EXPENSES	101000046207		00000000				37.50
		08 CONFERENCE EXPENSES	201000046207		00000000				37.50
		09 FOOD FOR MEETINGS	101000046212		00000000				7.50
		10 FOOD FOR MEETINGS	201000046212		00000000				7.50
		11 EMPLOYEE RECOGNITION	101000046213		00000000				42.50
		12 EMPLOYEE RECOGNITION	201000046213		00000000				42.50
								VENDOR TOTAL:	366.50

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
T0000024		TIP-REIMB		06/30/16		56617	07/07/16	57.70	57.70
		01 GENOA LEAGUE TIP	303500003090		00000000				51.73
		02 ALDI REIMB	303000086631		00000000				5.97
								VENDOR TOTAL:	57.70

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
T0001170		MILEAGE 7-1-16		07/01/16		56618	07/07/16	42.67	42.67
		01 MILEAGE	201000046211		00000000				42.67
								VENDOR TOTAL:	42.67

METCALF, LISA

VENDOR TOTAL: 42.67

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
T0001393	BARTH, PETE	062716 REFUND 01 CLASS REFUND	518204106218	06/27/16	00000000	56584	06/28/16	17.50	17.50 17.50
T0001394	HENSLEY, TORI	CLASS REFUND 01 REFUND-MEDICAL	205660606218	06/23/16	00000000	56585	06/28/16	47.00	47.00 47.00
T0001395	MAROLA, ALLISON	CLASS REFUND 01 CLASS REFUND	205550026218	06/27/16	00000000	56586	06/28/16	50.00	50.00 50.00
T0001396	ROCKOLDT, KIRSTIE	CLASS REFUND 01 CLASS REFUND	205980106218	06/28/16	00000000	56587	06/28/16	32.00	32.00 32.00
T0001398	DEISZ, GENE	SHELTER REFUND 01 7-29 & 7-30 SHELTER REFUND	1010000004000	06/30/16	00000000	56596	06/30/16	100.00	100.00 100.00
T0001399	DEINES, JULIE	REFUND 01 CLASS REFUND	205230156218	07/08/16	00000000	56624	07/11/16	46.00	46.00 46.00
T0001400	DORVAL, TERRY	REFUND 01 CLASS REFUND	205980036218	07/11/16	00000000	56625	07/11/16	36.00	36.00 36.00
T0001401	FABRIZIUS, LISA	070516 01 CLASS REFUND	205550156218	07/05/16	00000000	56626	07/11/16	125.00	125.00 125.00
							VENDOR TOTAL:	125.00	125.00

DATE: 07/20/2016
 TIME: 10:38:17
 ID: AP450000.WOW

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

PAGE: 11

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
T0001402	HODSDEN, SHARRON								
	REFUND	01 CLASS REFUND	205980106218	07/08/16	00000000	56627	07/11/16	10.00	10.00
									10.00
									VENDOR TOTAL: 10.00
T0001403	KUROPAS, PATTY								
	REFUND	01 CLASS REFUND - MEDICAL	518204106218	07/11/16	00000000	56628	07/11/16	49.00	49.00
									49.00
									VENDOR TOTAL: 49.00
T0001404	HINKLE, CATRINA								
	REFUND	01 CLASS REFUND	205230266218	07/11/16	00000000	56629	07/11/16	40.00	40.00
									40.00
									VENDOR TOTAL: 40.00
T0001405	LAIRD, KATHERINE								
	REFUND	01 CLASS REFUND-MOVED	518000046218	07/08/16	00000000	56630	07/11/16	87.00	87.00
									87.00
									VENDOR TOTAL: 87.00
T0001406	LATIMER, ROBIN								
	REFUND	01 CLASS REFUND	205660606218	07/08/16	00000000	56631	07/11/16	37.00	37.00
									37.00
									VENDOR TOTAL: 37.00
T0001407	NEECE, RON								
	REFUND	01 CLASS REFUND	205550156218	07/05/16	00000000	56632	07/11/16	125.00	125.00
									125.00
									VENDOR TOTAL: 125.00
T0001408	SAFARIK, MICHAEL								
	REFUND	01 CLASS REFUND	205010156218	07/08/16	00000000	56633	07/11/16	36.00	36.00
									36.00
									VENDOR TOTAL: 36.00
T0001409	SHACKELFORD, JILL								
	REFUND	01 CLASS REFUND	518204106218	06/28/16	00000000	56634	07/11/16	49.00	49.00
									49.00
									VENDOR TOTAL: 49.00

FROM 06/27/2016 TO 07/20/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
2762989		03 FRYER OIL	303000086617	06/14/16	00001277	56621	07/07/16	1,446.30	418.93
		04 CHIPS	303000086622		00001277				37.42
		05 SOFT PRETZEL	303000086619		00001277				78.84
									176.12

VENDOR TOTAL: 1,446.30

VISAQA	VISA CARDMEMBER SERVICE	70216	07/02/16	56649	07/20/16	4,275.44	4,275.44
01	BOLTS 11 BRIDGE	504100076500	00000000				31.92
02	POSTAGE IRRIGATION SEAL	504100076505	00000000				8.57
03	TORO MOWER HOOD REPAIR	101500066403	00000000				28.87
04	IRRIGATION PUMP FUSES	504100076505	00000000				52.00
05	CABLE TIES	202100076536	00000000				32.72
06	LAKE SYCAMORE FLOOD LIGHT	101500066404	00000000				199.00
07	ROPE STAKES	101500066404	00000000				49.14
08	TRAILER PLUG ADAPTER	101500066402	00000000				10.61
09	GCSAA DUES	101000046204	00000000				190.00
10	REPLACEMENT DECK BOARD	101500066404	00000000				53.02
11	EYE WASH STATIONS	101500076513	00000000				37.55
12	EYE WASH STATIONS	518000076513	00000000				44.24
13	EYE WASH STATIONS	303000076500	00000000				25.70
14	EYE WASH STATIONS	303300076500	00000000				25.70
15	EYE WASH STATIONS	303400076500	00000000				25.70
16	SAFETY GAS CAN	101500076515	00000000				58.60
17	SAFETY OIL RAG DRUM	101500076500	00000000				55.79
18	CREDIT CARD PROCESS FEE ONLINE	201000056310	00000000				80.40
19	GAS DISCONNECT NEW SITE	711000096703	00000000				945.89
20	POSTAGE	101000046202	00000000				16.78
21	POSTAGE	201000046202	00000000				16.77
22	EMPLOYEE APPRECIATION	101000046213	00000000				262.50
23	EMPLOYEE APPRECIATION	201000046213	00000000				262.50
24	FOOD & SUPPLIES FOR MEETINGS	101000046212	00000000				141.06
25	FOOD & SUPPLIES FOR MEETINGS	201000046212	00000000				141.07
26	CPRP RENEWAL	101000046207	00000000				60.00
27	SURVEY MONKEY	101000046204	00000000				150.00
28	SURVEY MONKEY	201000046204	00000000				150.00
29	ASCAP LICENSE	206194006210	00000000				344.37
30	OUTDOOR BLANKETS - LAL	101200046214	00000000				468.31
31	UNIFORMS	101200046215	00000000				101.90
32	PROGRAM EXP	205550246216	00000000				84.00
33	NOTIFICATION SERVICE SWIM LESS	518200046216	00000000				29.00
34	FACEBOOK MARKETING	101200046214	00000000				91.76

VENDOR TOTAL: 4,275.44

WAGNER AGGREGATE, INC.
 WAGN 17629 06/04/16 56622 07/07/16 638.44 638.44

DATE: 07/20/2016
 TIME: 10:38:17
 ID: 9 AP450000.WOW

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FROM 06/27/2016 TO 07/20/2016

VENDOR # INVOICE # ITEM DESCRIPTION ACCOUNT NUMBER INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/ ITEM AMT

17629 01 BALL FIELD TIME 202100076533 06/04/16 00001267 56622 07/07/16 638.44 638.44

WDKB-FM WDKB-FM

573-00038-0000 01 ADVERTISING RADIO 101200046209 05/31/16 00000000 56589 06/28/16 500.00 350.00

573-00039-0000 01 ADVERTISING RADIO 101200046209 05/31/16 00000000 56589 06/28/16 500.00 150.00

VENDOR TOTAL: 500.00
 TOTAL --- ALL INVOICES: 87,831.66

INVOICES DUE ON/BEFORE 07/20/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CORPORATE			
10	ADMINISTRATION		
AFLAC	AFLAC	2,986.75	459.50
ANCEL	ANCEL, GLINK - LAW OFFICES OF	24,015.88	1,873.75
CENTURY	CENTURY PRINT & GRAPHICS	85.00	175.60
CINTA	CINTAS CORPORATION #355	863.56	33.36
ECO	ECOWATER SYSTEMS, INC.	244.62	87.44
GROUPPL	GROUP PLAN SOLUTIONS	274.00	22.00
INTEG	INTEGRA BUSINESS SYSTEMS, INC.	1,948.21	178.55
MARKET	MARKET ACCESS CORPORATION	175.00	175.00
MENA	MENARDS - SYCAMORE	2,763.52	549.00
MROUT	MR OUTHOUSE	4,265.00	160.00
NICOR	NICOR GAS	9,123.24	98.87
PDRMA	PDRMA	148,385.55	4,048.77
PLUNKETT	PLUNKETT'S PEST CONTROL	404.00	42.00
SOFT	SOFT WATER CITY	1,689.60	13.50
SPARKLE	SPARKLE JANITORIAL SERVICE	10,962.96	769.50
STAPLES	STAPLES ADVANTAGE	2,371.37	33.99
SUNDOG	SUN DOG IT	22,158.73	789.37
SYCROT	SYCAMORE ROTARY CLUB	550.00	37.50
WASTE	WASTE MANAGEMENT	1,430.84	55.79
	ADMINISTRATION		9,603.49
12	MARKETING		
DISCOVER	DISCOVER YOUR HOMETOWN	659.00	161.00
SYC	SYCAMORE CHAMBER OF COMMERCE	775.00	750.00
WDKB-FM	WDKB-FM	1,100.00	300.00
	MARKETING		1,211.00
15	PARKS		
AIRGAS	AIRGAS USA LLC	4,256.09	22.40
BANN	BANNER UP SIGNS	1,201.20	56.00
CALIF	CALIFORNIA CONTRACTORS SUPP		95.76
CARQ	CARQUEST AUTO PARTS	4,998.69	238.49
CEDAR	CEDAR RAPIDS TIRE	908.79	234.17
CINTA	CINTAS CORPORATION #355	863.56	38.20
COMMO	COMMONWEALTH EDISON	1,352.22	187.41
CONS	CONSERV FS	10,901.54	940.50
DEKA	DEKALB LAWN & EQUIPMENT CO.	13,954.31	68.50
DEKA2	DEKALB IMPLEMENT CO.,	1,422.34	94.36

INVOICES DUE ON/BEFORE 07/20/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CORPORATE			
15	PARKS		
ENCAP	ENCAP, INC	51,340.50	1,175.00
FLORI	FLORIDA DETROIT DIESEL-ALLISON	85.51	30.00
FOX1	FOX VALLEY FIRE & SAFETY CO.	5,953.80	165.00
GRAI	GRAINGER	3,203.80	22.54
KEITHSSH	KEITH'S SHARPENING		88.00
LOWE	LOWE'S	1,490.00	475.15
MAR	ARCH CHEM-MARINE BIOCHEM	4,449.48	1,531.02
MENA	MENARDS - SYCAMORE	2,763.52	336.14
MROUT	MR OUTHOUSE	4,265.00	405.00
NICOR	NICOR GAS	9,123.24	168.37
PDRMA	PDRMA	148,385.55	581.51
PROS	PRO-SAFETY, INC.	112.46	154.65
REESE	REESE RECREATION		12.00
REIN	REINDERS, INC.	71,625.78	588.79
SAF	SAFETY-KLEEN CORP.	621.80	107.87
SOFT	SOFT WATER CITY	1,689.60	87.75
WASTE	WASTE MANAGEMENT	1,430.84	558.92
	PARKS		8,463.50
RECREATION			
10	ADMINISTRATION		
BOCKY	BOCKYN, LLC	1,800.00	300.00
CINTA	CINTAS CORPORATION #355	863.56	18.64
DEKCTYBR	DEKALB COUNTY BROADCASTERS		250.00
ECO	ECOWATER SYSTEMS, INC.	244.62	87.45
GROUPL	GROUP PLAN SOLUTIONS	274.00	22.00
INTEG	INTEGRA BUSINESS SYSTEMS, INC.	1,948.21	178.56
NICOR	NICOR GAS	9,123.24	62.89
PDRMA	PDRMA	148,385.55	4,132.46
PLUNKETT	PLUNKETT'S PEST CONTROL	404.00	42.00
SAF	SAFETY-KLEEN CORP.	621.80	107.86
SPARKLE	SPARKLE JANITORIAL SERVICE	10,962.96	769.50
SUNDOG	SUN DOG IT	22,158.73	789.37
SYCROT	SYCAMORE ROTARY CLUB	550.00	37.50
	ADMINISTRATION		6,798.23
20			
	SPORTS COMPLEX		
WASTE	WASTE MANAGEMENT	1,430.84	494.42
	SPORTS COMPLEX		494.42

DATE: 07/20/2016
TIME: 15:41:57
ID: AP443000.WOW

SYCAMORE PARK DISTRICT
DEPARTMENT SUMMARY REPORT

PAGE: 3 29

INVOICES DUE ON/BEFORE 07/20/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

RECREATION			
21	SPORTS COMPLEX MAINTENANCE		
BSN	BSN SPORTS	2,610.03	36.00
CONS	CONSERV FS	10,901.54	866.30
FINN	FINNEY'S ELECTRIC	1,130.28	1,075.68
MENA	MENARDS - SYCAMORE	2,763.52	31.29
MROUT	MR OUTHOUSE	4,265.00	1,050.00
PDRMA	PDRMA	148,385.55	5,321.76
UNIT	UNITED LABORATORIES	960.00	283.11
WASTE	WASTE MANAGEMENT	1,430.84	65.82
	SPORTS COMPLEX MAINTENANCE		8,729.96
25	MIDWEST MUSEUM OF NATURAL HIST		
CRES	CRESCENT ELECTRIC SUPPLY CO.	54.32	155.36
	MIDWEST MUSEUM OF NATURAL HIST		155.36
55	PROGRAMS - YOUTH ATHLETICS		
CHICABUL	CHICAGO BULLS/WHITE SOX ACADEM		1,950.00
	PROGRAMS - YOUTH ATHLETICS		1,950.00
60	PROGRAMS - SPECIAL EVENTS		
DEKPA	DEKALB PARK DISTRICT		75.00
	PROGRAMS - SPECIAL EVENTS		75.00
DONATIONS			
10	ADMINISTRATION		
ENGIN	ENGINEERING RESOURCE ASSOC	17,009.95	2,428.43
	ADMINISTRATION		2,428.43
INSURANCE			
10	ADMINISTRATION		

DATE: 07/20/2016
TIME: 15:41:57
ID: AP443000.WOW

SYCAMORE PARK DISTRICT
DEPARTMENT SUMMARY REPORT

PAGE: 4 30

INVOICES DUE ON/BEFORE 07/20/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

INSURANCE			
10	ADMINISTRATION		
PDRMA	PDRMA	148,385.55	33,283.50
	ADMINISTRATION		33,283.50
CONCESSIONS			
30	CLUBHOUSE CONCESSIONS		
NICOR	NICOR GAS	9,123.24	26.95
PEPSI	PEPSI COLA GEN. BOT.	6,048.15	560.95
T0000024	DOBBERSTEIN, MELISSA	641.30	289.56
WASTE	WASTE MANAGEMENT	1,430.84	50.80
	CLUBHOUSE CONCESSIONS		928.26
31	BEVERAGE CART		
CARQ	CARQUEST AUTO PARTS	4,998.69	10.44
	BEVERAGE CART		10.44
33	SPORTS COMPLEX CONCESSIONS		
MENA	MENARDS - SYCAMORE	2,763.52	19.95
	SPORTS COMPLEX CONCESSIONS		19.95
35	CATERING		
T0000024	DOBBERSTEIN, MELISSA	641.30	227.98
	CATERING		227.98
GOLF COURSE			
10	ADMINISTRATION		
ACUSHNET	ACUSHNET COMPANY	25,903.47	1,539.16
EPOCH	EPOCH EYEWEAR	168.00	180.69
	ADMINISTRATION		1,719.85

INVOICES DUE ON/BEFORE 07/20/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GOLF COURSE			
40	GOLF OPERATIONS		
CONS	CONSERV FS	10,901.54	910.47
MENA	MENARDS - SYCAMORE	2,763.52	122.02
NICOR	NICOR GAS	9,123.24	26.95
NIV	NIVEL PARTS & MANUFACTURING	2,662.67	540.61
PDRMA	PDRMA	148,385.55	1,965.37
PLAY	PLAYERS GOLF CARS	22.46	855.00
SOFT	SOFT WATER CITY	1,689.60	47.25
	GOLF OPERATIONS		4,467.67
41	GOLF MAINTENANCE		
ARTHU	ARTHUR CLESEN, INC.	12,125.00	124.00
BURRI	BURRIS EQUIPMENT CO.	3,178.74	110.42
CINTA	CINTAS CORPORATION #355	863.56	38.16
CONS	CONSERV FS	10,901.54	927.76
FAULK	FAULKS BROS. CONSTRUCTION	634.50	624.24
GRAI	GRAINGER	3,203.80	44.50
MROUT	MR OUTHOUSE	4,265.00	165.00
NICOR	NICOR GAS	9,123.24	166.69
PDRMA	PDRMA	148,385.55	3,635.47
PENDL	PENDELTON TURF SUPPLY	655.00	406.00
R&R	R & R PRODUCTS INC.	900.25	24.00
REED	REED IRRIGATION		165.86
REIN	REINDERS, INC.	71,625.78	181.48
SPEC	SPECIAL FX	890.00	56.00
TYLER	TYLER ENTERPRISES	1,753.72	360.00
WASTE	WASTE MANAGEMENT	1,430.84	32.26
	GOLF MAINTENANCE		7,061.84
SWIMMING POOL			
80	POOL		
HALO	HALOGEN SUPPLY COMPANY, INC.	234.05	95.00
SOFT	SOFT WATER CITY	1,689.60	76.75
T0001415	SCHWERSENSKA, JENNA		260.00
	POOL		431.75
81	POOL MAINTENANCE		

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SYCAMORE PARK DISTRICT
DEPARTMENT SUMMARY REPORT

PAGE: 6 32

INVOICES DUE ON/BEFORE 07/20/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SWIMMING POOL			
81	POOL MAINTENANCE		
HAWK	HAWKINS INC	1,450.67	1,531.05
MENA	MENARDS - SYCAMORE	2,763.52	80.76
NICOR	NICOR GAS	9,123.24	1,488.97
WASTE	WASTE MANAGEMENT	1,430.84	45.25
	POOL MAINTENANCE		3,146.03
SWIM LESSONS			
T0001414	SHERE, MELISSA		94.00
	SWIM LESSONS		94.00
CAPITAL PROJECTS			
10	ADMINISTRATION		
ENCAP	ENCAP, INC	51,340.50	8,350.00
	ADMINISTRATION		8,350.00
ACTION 2020			
10	ADMINISTRATION		
ENGIN	ENGINEERING RESOURCE ASSOC	17,009.95	492.00
LE PRINT	LE PRINT EXPRESS	323.00	10.00
	ADMINISTRATION		502.00
	TOTAL ALL DEPARTMENTS		100,152.66

Interim \$ 87,831.66
New \$ 100,152.66

total \$ 187,984.32

To: Board of Commissioners
From: Jackie Hienbuecher
Subject: Monthly Report
Date: July 26, 2016

Administrative Initiatives (7/1/16 – 7/31/16)

- Attended Superintendent and Board meetings.
- Attended Safety Committee meeting.
- Continued to work on setting goals based upon Critical Success Factors.
- Participated in Activenet Recreation Software demonstration.
- Met with staff to evaluate recreation software.
- Continued to update certificate of insurance file. Notified staff of expired certificates.
- Reviewed scholarship applications asking for financial assistance for pool season passes.
- Provided staff with current financial statements for their review. Highlighted areas of note.
- Gathered data and submitted to Charitee for current billing.
- Trained staff on accounting software. (Specifically purchase order entry, accounts payable and general ledger inquiries and reports. Budget module to be trained on in the fall.)
- Completed quarterly payroll tax returns.
- Reconciled Action 2020 funds with DCCF.

- Participated in PATH Color Me Healthy Agency Challenge Webinar.
- Continued to work on PDRMA compliance requirements.
- Participated in initial Administration Loss Control Review.
- Arranged to have trial VOIP phone installed at maintenance and administration to test out quality.
- Worked with Group Plan Solutions, Flex Spending Account Administrator, to make some modifications to assist employees with accessing their funds.
- Met with staff and Upstaging representative to discuss special event.
- Arranged to use VOIP phone for trial period at both maintenance and administration.
- Reviewed footwear policy and discussed with Food & Beverage Manager.
- Reviewed rates on First Midwest accounts. Increased from .02% to .13%.
- Catering/special events/room rentals: 4 room rentals, 7 golf outings, Wildenrad Golf Tournament

Administrative Initiatives (8/1/16 – 8/31/16)

- Attend any scheduled “Action 2020” related meetings.
- Attend Superintendent and Board meetings.
- Continue to work on PDRMA compliance requirements for final Loss Control Review.
- Review IMRF NPO pay-off and calculate amount able to pay in 2016.
- Begin to get quotes for electric contract expiring in January 2017.

- Review options with IMRF on health plans for retirees and long-term care insurance.
- Continue to look into ATM options for clubhouse.
- Continue to review outstanding accounts payable checks to determine validity. Review outstanding payroll checks.
- Provide additional documentation for transparency portal of website.
- Attend meeting regarding goal setting.
- Finalize phone system RFP and send out to interested vendors. Begin review of submissions.
- Work with Frontier on updating lines coming into the building in order to support a new phone system.
- Attend Healthy Cooking Class.
- Catering/special events/room rentals: 1 class, 6 golf outings, Club Championship

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Corporate Fund 10

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	<u>Variance</u>
Revenues									
Administration	471,004.00	501,390.89	6.5%	644,992.00	677,414.92	5.0% (1)	1,269,555.00	651,254.86	4.0% (1)
Marketing	-	-	#DIV/0!	-	-	#DIV/0!	37,300.00	-	
Parks	5,924.00	4,870.01	-17.8%	7,405.00	6,310.60	-14.8% (2)	14,810.00	4,858.68	29.9% (2)
Total Revenues	476,928.00	506,260.90	6.2%	652,397.00	683,725.52	4.8%	1,321,665.00	656,113.54	4.2%
Expenses									
Administration	28,503.00	33,794.74	18.6%	630,414.00	638,180.72	1.2%	1,428,694.00	199,231.15	220.3% (3)
Marketing	6,085.00	3,686.29	-39.4%	29,350.00	17,637.23	-39.9% (4)	90,050.00	-	#DIV/0! (4)
Parks	29,733.00	27,673.20	-6.9%	109,861.00	112,834.04	2.7%	258,709.00	88,180.69	28.0% (5)
Total Expenses	64,321.00	65,154.23	1.3%	769,625.00	768,651.99	-0.1%	1,777,453.00	287,411.84	167.4%
Total Fund Revenues	476,928.00	506,260.90	6.2%	652,397.00	683,725.52	4.8%	1,321,665.00	656,113.54	4.2%
Total Fund Expenses	64,321.00	65,154.23	1.3%	769,625.00	768,651.99	-0.1%	1,777,453.00	287,411.84	167.4%
Surplus (Deficit)	412,607.00	441,106.67	6.9%	(117,228.00)	(84,926.47)	-27.6%	(455,788.00)	368,701.70	-123.0%

(1) In 2016 YTD real estate tax receipts is currently 52.27% of total anticipated compared to budgeted 50% \$22,900.

(2) 2016 allocation of imrf/ss levy is less than budget since wages are running less than budget. Greater than 2015, because 2016 wages are higher than 2015.

(3) In January 2016, \$444,000 was transferred to Action 2020 fund from property tax revenue. After considering this adjustment, 2016 expenses are less than 2015 by \$5,050.

(4) New department within the corporate fund 2016. Some of these expenses were reported in both Corporate and Recreation fund in previous years. Timing of expenses for 2016.

(5) 16 exp higher than '15: pt wages 46.1% \$6,784; building maint 168.5% \$3,744; landscape serv 518.4% \$6,843; vehicle/tract/mower maint 97.9% \$7,498

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Recreation Fund 20

Department	June Budget	June Actual	Variance	YTD Budget	YTD Actual	Variance	Annual Budget	2015 YTD Actual	
Revenues									
Administration	342,544.00	363,578.38	6.14%	428,180.00	453,190.81	5.84% (1)	856,359.00	444,233.97	2.0% (1)
Sports Complex	100.00	58.00	-42.00%	5,000.00	4,355.00	-12.90% (2)	35,300.00	5,609.00	-22.4% (2)
Sports Complex Maintenance	15,413.00	17,303.89	12.27%	19,266.00	22,506.99	16.82% (3)	38,532.00	21,131.05	6.5% (3)
Midwest Museum of Natural Hist	-	618.95		1,264.00	1,869.35	47.89%	2,528.00	1,830.49	2.1%
Programs-Youth	1,200.00	1,439.01	19.92%	9,583.00	9,980.40	4.15% (4)	19,381.00	9,356.25	6.7% (4)
Programs-Teens	13.00	100.00	669.23%	967.00	700.00	-27.61% (4)	1,194.00	2,391.85	-70.7% (4)
Programs-Adult	308.00	471.11	52.96%	2,495.00	3,688.80	47.85% (4)	4,005.00	750.00	391.8% (4)
Programs-Family	1,287.00	372.92	-71.02%	8,359.00	5,459.69	-34.68% (4)	13,717.00	8,646.47	-36.9% (4)
Programs-Leagues	82.00	98.44	20.05%	102.00	143.07	40.26% (4)	5,034.00	164.20	-12.9% (4)
Programs-Youth Athletics	2,895.00	3,966.00	36.99%	14,190.00	19,815.00	39.64% (4)	22,800.00	18,811.00	5.3% (4)
Programs-Fitness	235.00	476.83	102.91%	4,746.00	6,119.86	28.95% (4)	7,743.00	18,855.60	-67.5% (4)
Programs-Preschool	-	-	#DIV/0!	-	545.00	#DIV/0! (4)	-	-	#DIV/0! (4)
Programs-Senior	-	-	#DIV/0!	-	-	#DIV/0! (4)	-	-	#DIV/0! (4)
Programs-Dance	257.00	336.26	30.84%	2,765.00	2,507.16	-9.33% (4)	3,925.00	4,251.95	-41.0% (4)
Programs-Special Events	985.00	22.10	-97.76%	3,238.00	2,724.20	-15.87% (4)	3,471.00	3,242.83	-16.0% (4)
Programs-Concerts	1,100.00	1,100.00	0.00%	8,800.00	3,570.00	-59.43% (5)	8,800.00	5,950.00	-40.0% (5)
Programs-Trips	-	-	#DIV/0!	-	-	#DIV/0! (4)	-	-	#DIV/0! (4)
Brochure	4,000.00	-	-100.00%	7,000.00	500.00	-92.86% (5)	8,850.00	6,000.00	-91.7% (5)
Weight Room	-	-	#DIV/0!	-	-	#DIV/0!	-	7,979.06	-100.0%
Community Center	-	-	#DIV/0!	-	-	#DIV/0!	-	1,593.96	-100.0%
Total Revenues	370,419.00	389,941.89	5.27%	515,955.00	537,675.33	4.21%	1,031,639.00	560,797.68	-4.1%

(1) In 2016 YTD real estate tax receipts is currently 52.27% of total anticipated compared to budgeted 50%. Also the total recreation levy is approximately \$12,500 higher than the budget.

(2) Timing

(3) Only revenue is IMRF/SS tax levy.

(3) Revenue from programs are just above budget 11.28% \$5,238 and decreased 22.2%, \$14,787 compared to 2015 primarily due to closing of community center.

(4) timing of sponsorships/advertising dollars

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Expenses

Administration	22,546.00	21,531.02	-4.50%	157,417.00	140,139.49	-10.98% (1)	500,887.00	169,681.78	-17.4% (2)
Sports Complex	-	-	#DIV/0!	-	1,250.00	#DIV/0!	-	250.00	400.0%
Sports Complex Maintenance	30,695.00	32,533.89	5.99%	199,818.00	193,851.83	-2.99%	393,543.00	192,595.21	0.7%
Midwest Museum of Natural Hist	2,375.00	1,878.75	-20.89%	5,650.00	3,938.64	-30.29%	9,500.00	3,585.32	9.9%
Programs-Youth	4,022.00	3,904.14	-2.93%	5,675.00	5,903.01	4.02% (3)	12,662.00	5,615.02	5.1% (3)
Programs-Teens	-	560.00	#DIV/0!	534.00	560.00	4.87% (3)	727.00	1,807.33	-69.0% (3)
Programs-Adult	44.00	54.73	24.39%	618.00	1,872.76	203.04% (3)	1,104.00	450.00	316.2% (3)
Programs-Family	538.00	25.00	-95.35%	12,256.00	10,088.57	-17.68% (3)	19,934.00	6,532.69	54.4% (3)
Programs-Leagues	-	-	#DIV/0!	2,559.00	2,129.36	-16.79% (3)	3,400.00	2,270.07	-6.2% (3)
Programs-Youth Athletics	550.00	490.00	-10.91%	5,375.00	5,715.50	6.33% (3)	16,025.00	2,899.00	97.2% (3)
Programs-Fitness	318.00	532.63	67.49%	2,479.00	3,052.01	23.11% (3)	3,814.00	9,356.38	-67.4% (3)
Programs-Preschool	-	-	#DIV/0!	-	480.00	#DIV/0! (3)	-	-	#DIV/0! (3)
Programs-Senior	-	-	#DIV/0!	-	-	#DIV/0! (3)	-	-	#DIV/0! (3)
Programs-Dance	42.00	164.95	292.74%	1,190.00	988.07	-16.97% (3)	2,694.00	2,077.09	-52.4% (3)
Programs-Special Events	-	110.50	#DIV/0!	2,511.00	8,306.55	230.81% (3)	22,010.00	2,449.41	239.1% (3)
Programs-Concerts	137.00	-	-100.00%	8,687.00	7,908.83	-8.96%	8,768.00	7,125.00	11.0%
Programs-Trips	-	-	#DIV/0!	-	-	#DIV/0! (3)	-	-	#DIV/0! (3)
Brochure	-	-	#DIV/0!	7,030.00	6,651.90	-5.38%	21,100.00	7,454.29	-10.8%
Weight Room	-	-	#DIV/0!	-	-	#DIV/0!	-	1,209.93	-100.0% (4)
Community Center	-	-	#DIV/0!	-	-	#DIV/0!	-	72,154.40	-100.0% (4)
Total Expenses	61,267.00	61,785.61	0.85%	411,799.00	392,836.52	-4.60%	1,016,168.00	487,512.92	-19.4%
Total Fund Revenues	370,419.00	389,941.89	5.27%	515,955.00	537,675.33	4.21%	1,031,639.00	560,797.68	-4.1%
Total Fund Expenses	61,267.00	61,785.61	0.85%	411,799.00	392,836.52	-4.60%	1,016,168.00	487,512.92	-19.4%
Surplus (Deficit)	309,152.00	328,156.28	6.15%	104,156.00	144,838.81	39.06%	15,471.00	73,284.76	97.6%

(1) Lower than budget: administrative expenses 53.03% \$11,610; contracted services 18.61% \$2,824

(2) 2016 expenses lower than 2015: Ft wages and related expenses (restructure) 18.0% \$19,290; \$14,000 radio ads.

(3) Expenses for programs greater than budget 17.77% \$5,899 and increased 16.9%, \$5,639 compared to 2015. \$5,000 (donation for fireworks) is timing. Facility cost for MTO in 2016

(4) Community Center closed

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Do tions 21

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	-	5,750.00	#DIV/0!	-	36,109.20	#DIV/0!	166,000.00	48.40	74505.8%
Total Revenues		5,750.00	#DIV/0!	-	36,109.20	#DIV/0!	166,000.00	48.40	74505.8%
Expenses									
Administration	5,000.00	-	-100.00%	206,782.00	192,697.89	-6.81%	356,782.00	21,688.06	788.5% (1)
Total Expenses	5,000.00	-		206,782.00	192,697.89		356,782.00	21,688.06	788.5%
Total Fund Revenues	-	5,750.00	#DIV/0!	-	36,109.20	#DIV/0!	166,000.00	48.40	74505.8%
Total Fund Expenses	5,000.00	-		206,782.00	192,697.89		356,782.00	21,688.06	788.5%
Surplus (Deficit)	(5,000.00)	5,750.00	-215.00%	(206,782.00)	(156,588.69)	-24.27%	(190,782.00)	(21,639.66)	623.6%

(1) In 2016 transferred \$185,682 to Action 2020 fund to offset payment on land purchase.

Speci l Recre tio 22

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	61,200.00	64,506.71	5.40%	76,500.00	80,284.16	4.95%	153,000.00	74,746.38	7.4%
Total Revenues	61,200.00	64,506.71	5.40%	76,500.00	80,284.16	4.95%	153,000.00	74,746.38	7.4%
Expenses									
Administration	-	-	#DIV/0!	49,000.00	80,059.00	63.39% (1)	216,123.00	35,477.50	125.7% (1)
Total Expenses	-	-	#DIV/0!	49,000.00	80,059.00	63.39%	216,123.00	35,477.50	125.7%
Total Fund Revenues	61,200.00	64,506.71	5.40%	76,500.00	80,284.16	4.95%	153,000.00	74,746.38	7.4%
Total Fund Expenses	-	-	#DIV/0!	49,000.00	80,059.00	63.39%	216,123.00	35,477.50	125.7%
Surplus (Deficit)	61,200.00	64,506.71	5.40%	27,500.00	225.16	-99.18%	(63,123.00)	39,268.88	-99.4%

(1) Increased allocation to KSRA. Timing of second installment.

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Item 2

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	30,800.00	32,753.83	6.34%	38,500.00	40,762.72	5.88%	77,000.00	28,442.41	43.3%
Total Revenues	30,800.00	32,753.83	6.34%	38,500.00	40,762.72	5.88%	77,000.00	28,442.41	43.3%
Expenses									
Administration	2,000.00	-	-100.00%	3,000.00	3,837.60	27.92% (1)	71,567.00	8,606.00	-55.4% (1)
Total Expenses	2,000.00	-	-100.00%	3,000.00	3,837.60	27.92%	71,567.00	8,606.00	-55.4%
Total Fund Revenues	30,800.00	32,753.83	6.34%	38,500.00	40,762.72	5.88%	77,000.00	28,442.41	43.3%
Total Fund Expenses	2,000.00	-	-100.00%	3,000.00	3,837.60	27.92%	71,567.00	8,606.00	-55.4%
Surplus (Deficit)	28,800.00	32,753.83	13.73%	35,500.00	36,925.12	4.01%	5,433.00	19,836.41	86.1%

(1) Unemployment expenses.

Item 2

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	5,600.00	5,919.01	5.70%	7,000.00	7,367.19	69.00%	14,000.00	7,232.52	1.9%
Total Revenues	5,600.00	5,919.01	5.70%	7,000.00	7,367.19	5.25%	14,000.00	7,232.52	1.9%
Expenses									
Administration	1,900.00	1,100.00	-42.11%	13,900.00	13,900.00	0.00%	13,900.00	14,500.00	-4.1%
Total Expenses	1,900.00	1,100.00	-42.11%	13,900.00	13,900.00	0.00%	13,900.00	14,500.00	-4.1%
Total Fund Revenues	5,600.00	5,919.01	5.70%	7,000.00	7,367.19	5.25%	14,000.00	7,232.52	1.9%
Total Fund Expenses	1,900.00	1,100.00	-42.11%	13,900.00	13,900.00	0.00%	13,900.00	14,500.00	-4.1%
Surplus (Deficit)	3,700.00	4,819.01	30.24%	(6,900.00)	(6,532.81)	-5.32%	100.00	(7,267.48)	-10.1%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

P v i g L i g h t i n g 25

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	40.00	32.70	-18.25%	50.00	42.37	-15.26%	100.00	7,475.39	-99.4%
Total Revenues	40.00	32.70		50.00	42.37		100.00	7,475.39	-99.4%
Expenses									
Administration		-	#DIV/0!		-	#DIV/0!	(1) -	-	#DIV/0!
Total Expenses	-	-		-	-		-	-	#DIV/0!
Total Fund Revenues	40.00	32.70	-18.25%	50.00	42.37	-15.26%	100.00	7,475.39	
Total Fund Expenses	-	-	#DIV/0!	-	-	#DIV/0!	-	-	
Surplus (Deficit)	40.00	32.70	-18.25%	50.00	42.37	-15.26%	100.00	7,475.39	

P r Police 26

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	40.00	32.70	-18.25%	50.00	41.31	-17.38%	100.00	38.61	7.0%
Total Revenues	40.00	32.70		50.00	41.31		100.00	38.61	7.0%
Expenses									
Administration	1,100.00	4,000.00	263.64%	3,300.00	5,044.50	52.86%	(1) 5,500.00	-	#DIV/0! (1)
Total Expenses	1,100.00	4,000.00		3,300.00	5,044.50		5,500.00	-	#DIV/0!
Total Fund Revenues	40.00	32.70	-18.25%	50.00	41.31	-17.38%	100.00	38.61	7.0%
Total Fund Expenses	1,100.00	4,000.00	263.64%	3,300.00	5,044.50	52.86%	5,500.00	-	
Surplus (Deficit)	(1,060.00)	(3,967.30)	274.27%	(3,250.00)	(5,003.19)	53.94%	(5,400.00)	38.61	-13058.3%

(1) Donation towards Sycamore Police Department UTV, \$4,000

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

I RF 2

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	35,200.00	38,059.19	8.12%	44,000.00	47,364.54	7.65%	88,000.00	46,023.78	2.9%
Total Revenues	35,200.00	38,059.19	8.12%	44,000.00	47,364.54	7.65%	88,000.00	46,023.78	2.9%
Expenses									
Administration	35,200.00	38,059.19	8.12%	44,000.00	48,013.64	9.12%	88,000.00	46,023.78	4.3%
Total Expenses	35,200.00	38,059.19	8.12%	44,000.00	48,013.64	9.12%	88,000.00	46,023.78	4.3%
Total Fund Revenues	35,200.00	38,059.19	8.12%	44,000.00	47,364.54	7.65%	88,000.00	46,023.78	2.9%
Total Fund Expenses	35,200.00	38,059.19	8.12%	44,000.00	48,013.64	9.12%	88,000.00	46,023.78	4.3%
Surplus (Deficit)	-	-		-	(649.10)		-	-	

Soci I Securit 2

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	31,600.00	32,414.31	2.58%	39,500.00	40,339.51	2.13%	79,000.00	40,847.66	-1.2%
Total Revenues	31,600.00	32,414.31	2.58%	39,500.00	40,339.51	2.13%	79,000.00	40,847.66	-1.2%
Expenses									
Administration	31,600.00	32,414.31	2.58%	39,500.00	43,081.02	9.07%	79,000.00	40,847.66	5.5%
Total Expenses	31,600.00	32,414.31	2.58%	39,500.00	43,081.02	9.07%	79,000.00	40,847.66	5.5%
Total Fund Revenues	31,600.00	32,414.31	2.58%	39,500.00	40,339.51	2.13%	79,000.00	40,847.66	-1.2%
Total Fund Expenses	31,600.00	32,414.31	2.58%	39,500.00	43,081.02	9.07%	79,000.00	40,847.66	5.5%
Surplus (Deficit)	-	-		-	(2,741.51)		-	-	

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Concessions

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Clubhouse Concessions	8,903.00	15,060.33	69.16%	23,920.00	30,630.00	28.05% (1)	72,371.00	23,877.98	28.3% (1)
Beverage Cart	1,454.00	3,138.60	115.86%	2,683.00	5,032.99	87.59% (1)	14,686.00	2,470.26	103.7% (1)
Sports Complex Concessions	15,649.00	21,442.77	37.02%	23,086.00	28,310.28	22.63% (2)	28,172.00	23,058.69	22.8% (2)
Pool Concessions	2,609.00	4,670.13	79.00%	2,630.00	4,961.13	88.64% (3)	7,179.00	2,240.46	121.4% (3)
Catering	1,630.00	3,307.90	102.94%	6,167.00	7,908.07	28.23% (4)	23,075.00	5,829.35	35.7% (4)
Total Revenues	30,245.00	47,619.73	57.45%	58,486.00	76,842.47	31.39%	145,483.00	57,476.74	33.7%
Expenses									
Clubhouse Concessions	13,502.00	12,879.87	-4.61%	43,813.00	42,901.30	-2.08%	88,505.00	31,809.49	34.9% (5)
Beverage Cart	1,419.00	1,855.39	30.75%	2,401.00	2,867.81	19.44%	10,139.00	1,849.22	55.1%
Sports Complex Concessions	8,889.00	9,002.58	1.28%	14,060.00	14,000.50	-0.42%	23,281.00	13,600.93	2.9%
Pool Concessions	2,352.00	2,530.51	7.59%	2,502.00	2,596.62	3.78%	6,835.00	1,221.83	112.5%
Catering	345.00	1,078.13	212.50%	1,244.00	1,816.65	46.03%	7,477.00	334.72	442.7%
Total Expenses	26,507.00	27,346.48	3.17%	64,020.00	64,182.88	0.25% (6)	136,237.00	48,816.19	31.5% (6)
Total Fund Revenues	30,245.00	47,619.73	57.45%	58,486.00	76,842.47	31.39%	145,483.00	57,476.74	33.7%
Total Fund Expenses	26,507.00	27,346.48	3.17%	64,020.00	64,182.88	0.25%	136,237.00	48,816.19	31.5%
Surplus (Deficit)	3,738.00	20,273.25	442.36%	(5,534.00)	12,659.59	-328.76%	9,246.00	8,660.55	46.2%

(1) Revenues are a direct reflection of golf course utilization.

(2) Storm Dayz alone highest year for sales since 2011 (only off \$6.50). \$3,431 higher than 2015. Credit card processing available for first time.

(3) Pool open more in 2016 due to warmer/drier weather.

(4) While room rental revenue has decreased this year due to stricter hours of availability guidelines (approx \$1,000 compared to budget and 2015) food/alcohol purchases have increased.

(5) In 2016, a trailered grill was purchased for large events \$4,500.

(6) Overall, there is a slight increase in cost of goods sold due to increased sales

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Developer Co tributio s 2

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	11,250.00	7,244.00	-35.61%	22,500.00	18,927.00	-15.88%	45,000.00	33,125.11	-42.9%
Total Revenues	11,250.00	7,244.00		22,500.00	18,927.00		45,000.00	33,125.11	-42.9%
Expenses									
Administration	-	-		-	-		55,000.00	-	#DIV/0!
Total Expenses	-	-		-	-		55,000.00	-	#DIV/0!
Total Fund Revenues	11,250.00	7,244.00		22,500.00	18,927.00		45,000.00	33,125.11	-42.9%
Total Fund Expenses	-	-		-	-		55,000.00	-	#DIV/0!
Surplus (Deficit)	11,250.00	7,244.00		22,500.00	18,927.00		(10,000.00)	33,125.11	-42.9%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Golf Course 50

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Golf Operations	50,358.00	77,958.19	54.8%	234,435.00	245,463.80	4.7% (1)	507,359.00	233,074.29	5.3% (2)
Golf Maintenance	9,202.00	9,851.92	7.1%	11,503.00	12,693.75	10.4%	23,006.00	10,981.41	15.6%
Total Revenues	59,560.00	87,810.11	47.4%	245,938.00	258,157.55	5.0%	530,365.00	244,055.70	5.8%
Expenses									
Golf Operations	21,219.00	23,294.55	9.8%	103,618.00	107,140.83	3.4%	232,152.00	121,176.07	-11.6% (3)
Golf Maintenance	38,917.00	33,338.84	-14.3%	143,176.00	132,341.60	-7.6% (4)	296,916.00	130,461.49	1.4%
Total Expenses	60,136.00	56,633.39	-5.8%	246,794.00	239,482.43	-3.0%	529,068.00	251,637.56	-4.8%
Total Fund Revenues	59,560.00	87,810.11	47.4%	245,938.00	258,157.55	5.0%	530,365.00	244,055.70	5.8%
Total Fund Expenses	60,136.00	56,633.39	-5.8%	246,794.00	239,482.43	-3.0%	529,068.00	251,637.56	-4.8%
Surplus (Deficit)	(576.00)	31,176.72	-5512.6%	(856.00)	18,675.12	-2281.7%	1,297.00	(7,581.86)	-346.3%

(1) Daily Greens Fees +32.68% \$16,320

Golf Events & Misc +40.37% \$4,233

Carts +12.62% \$4,733

Season passes -13.61% -\$14,039

Pro shop sales -4.03% -\$988

Primarily League Fees

(2) Daily Greens Fees +12.21% \$7,210

Golf Events & Misc +52.23% \$5,050

Carts +12.52% \$4,700

Season passes -3.04% -\$2,793

Pro shop sales -8.82% -\$2,280

(3) Advertising expense moved to marketing. Reduced gas/oil, labor expenses in 2016. 2015 purchased new rental sets.

(4) Currently below budget in 2016: Fertilizer, Pesticides, gas/oil, utility - gas.

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Swimming Pool 51

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Pool	23,615.00	21,800.58	-7.7%	33,552.00	32,684.71	-2.6%	75,975.00	36,371.85	-10.1%
Swim Lessons	3,947.00	3,208.18	-18.7%	10,145.00	10,462.45	3.1%	12,067.00	8,489.46	23.2%
Total Revenues	27,562.00	25,008.76	-9.3%	43,697.00	43,147.16	-1.3% (1)	88,042.00	44,861.31	-3.8% (2,5)
Expenses									
Pool	16,689.00	13,296.72	-20.3%	21,589.00	16,077.63	-25.5% (3)	52,983.00	10,874.26	47.9% (3)
Pool Maintenance	5,575.00	4,333.17	-22.3%	11,375.00	11,231.39	-1.3% (4)	27,200.00	25,305.69	-55.6% (4)
Swim Lessons	1,109.00	377.04	-66.0%	1,109.00	525.08	-52.7%	7,859.00	1,007.64	-47.9%
Total Expenses	23,373.00	18,006.93	-23.0%	34,073.00	27,834.10	-18.3%	88,042.00	37,187.59	-25.2%
Total Fund Revenues	27,562.00	25,008.76	-9.3%	43,697.00	43,147.16	-1.3%	88,042.00	44,861.31	-3.8%
Total Fund Expenses	23,373.00	18,006.93	-23.0%	34,073.00	27,834.10	-18.3%	88,042.00	37,187.59	-25.2%
Surplus (Deficit)	4,189.00	7,001.83	67.1%	9,624.00	15,313.06	59.1%	-	7,673.72	99.6%

- (1) Daily Fees +61.10% \$3,235 (warmer/dry weather)
Season passes -17.42% -\$4,638
Misc income (includes oscar, pool rentals and middle school pool party) +157.58% \$1,009
Swim Lessons +9.46% \$901
- (2) Daily Fees +88.58% \$4,007 (cooler/wetter weather in 2015)
Season passes +10.17% \$2,030
Misc income (includes oscar, pool rentals and middle school pool party) +155.38% \$1,003
Swim Lessons +23.79% \$2,003
- (3) Wages/taxes are less than budget 29.4% \$5,696 and higher than 2015 49.1% \$4,503.
- (4) mechanical room parts
- (5) Insurance proceeds are included in 2015 revenue.

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Debt Service 60

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	236,000.00	248,192.02	5.2%	295,000.00	308,876.22	4.7%	590,000.00	303,203.05	1.9%
Total Revenues	236,000.00	248,192.02	5.2%	295,000.00	308,876.22	4.7%	590,000.00	303,203.05	1.9%
Expenses									
Administration	16,869.00	16,868.75	0.0%	16,869.00	16,868.75	0.0%	585,020.00	18,168.75	-7.2%
Total Expenses	16,869.00	16,868.75		16,869.00	16,868.75		585,020.00	18,168.75	-7.2%
Total Fund Revenues	236,000.00	248,192.02	5.2%	295,000.00	308,876.22	4.7%	590,000.00	303,203.05	1.9%
Total Fund Expenses	16,869.00	16,868.75		16,869.00	16,868.75		585,020.00	18,168.75	-7.2%
Surplus (Deficit)	219,131.00	231,323.27	5.6%	278,131.00	292,007.47	5.0%	4,980.00	285,034.30	2.4%

Capital Projects 0

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	-	-	#DIV/0!	42,900.00	38,349.55	-10.6% (1)	577,900.00	1,707,731.72	-97.8% (2)
Total Revenues	-	-	#DIV/0!	42,900.00	38,349.55	-10.6%	577,900.00	1,707,731.72	-97.8%
Expenses									
Administration	75,813.00	67,389.04	-11.1%	249,938.00	256,207.44	2.5%	608,303.00	1,924,783.91	-86.7% (2)
Total Expenses	75,813.00	67,389.04	-11.1%	249,938.00	256,207.44	2.5%	608,303.00	1,924,783.91	-86.7%
Total Fund Revenues	-	-		42,900.00	38,349.55	-10.6%	577,900.00	1,707,731.72	-97.8%
Total Fund Expenses	75,813.00	67,389.04	-11.1%	249,938.00	256,207.44	2.5%	608,303.00	1,924,783.91	-86.7%
Surplus (Deficit)	(75,813.00)	(67,389.04)	-11.1%	(207,038.00)	(217,857.89)	5.2%	(30,403.00)	(217,052.19)	0.4%

(1) DCCF Watershed Grant

(2) refunding of alternate bond in 2015

Sycamore Park District
Summarized Revenue & Expense Report
Period ended June 30, 2016

Actio 2020 1

<u>Department</u>	<u>June Budget</u>	<u>June Actual</u>	<u>Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>2015 YTD Actual</u>	
Revenues									
Administration	-	-	#DIV/0!	634,782.00	629,687.47	-0.8%	1,465,782.00		#DIV/0!
Total Revenues	-	-	#DIV/0!	634,782.00	629,687.47	-0.8%	1,465,782.00	-	#DIV/0!
Expenses									
Administration	51,000.00	45,718.82	-10.4%	650,268.00	547,002.42	-15.9%	956,268.00	-	#DIV/0!
Total Expenses	51,000.00	45,718.82	-10.4%	650,268.00	547,002.42	-15.9%	956,268.00	-	#DIV/0!
Total Fund Revenues	-	-		634,782.00	629,687.47	-0.8%	1,465,782.00	-	#DIV/0!
Total Fund Expenses	51,000.00	45,718.82	-10.4%	650,268.00	547,002.42	-15.9%	956,268.00	-	#DIV/0!
Surplus (Deficit)	(51,000.00)	(45,718.82)	-10.4%	(15,486.00)	82,685.05	-633.9%	509,514.00	-	#DIV/0!
Total Fund Revenues	1,376,444.00	1,491,545.86		2,717,255.00	2,847,699.27	4.8%	6,373,076.00	3,812,220.00	
Total Fund Expenses	456,086.00	434,476.75	-4.7%	2,802,868.00	2,699,700.18	-3.7%	6,582,431.00	3,222,661.76	
Surplus (Deficit)	920,358.00	1,057,069.11	14.9%	(85,613.00)	147,999.09	-272.9%	(209,355.00)	589,558.24	

Sycamore Park District
Fund Balances

	1/1/2016	Revenues	Expenses	6/30/2016	6/30/2016 Cash balance
10 Corporate	623,417.61	683,725.52	768,651.99	538,491.14	550,644.85
20 Recreation	170,651.86	537,675.33	392,836.52	315,490.67	323,894.29
21 Donations	191,230.86	36,109.20	192,697.89	34,642.17	34,642.17
22 Special Recreation	113,256.88	80,284.16	80,059.00	113,482.04	113,482.04
23 Insurance	9,246.71	40,762.72	3,837.60	46,171.83	46,171.83
24 Audit	13,002.88	7,367.19	13,900.00	6,470.07	6,470.07
25 Paving & Lighting	21,854.17	42.37	-	21,896.54	21,896.54
26 Park Police	8,069.74	41.31	5,044.50	3,066.55	3,066.55
27 IMRF	649.10	47,364.54	48,013.64	-	-
28 Social Security	2,741.51	40,339.51	43,081.02	-	-
30 Concessions	36,049.99	76,842.47	64,182.88	48,709.58	46,412.44
32 Developer Contributions	152,339.53	18,927.00	-	171,266.53	171,266.53
60 Debt Service	26,365.79	308,876.22	16,868.75	318,373.26	318,373.26
70 Capital Projects	564,743.04	38,349.55	256,207.44	346,885.15	346,885.15
71 Action 2020	-	629,687.47	547,002.42	82,685.05	82,685.05
Total Governmental Fund Balance	1,933,619.67	2,546,394.56	2,432,383.65	2,047,630.58	2,065,890.77
50 Golf Course Net Assets	180,879.87 <u>(228,350.52)</u> (47,470.65)	258,157.55	239,482.43	199,554.99 <u>(228,350.52)</u> (28,795.53)	(27,220.29)
51 Swimming Pool Net Assets	263,475.83 <u>(262,870.72)</u> 605.11	43,147.16	27,834.10	278,788.89 <u>(262,870.72)</u> 15,918.17	15,668.17
Total Proprietary Funds Net Assets	444,355.70 (491,221.24) (46,865.54)	301,304.71	267,316.53	478,343.88 (491,221.24) (12,877.36)	
	1,886,754.13			2,034,753.22	2,054,338.65

Summary of Depositor Accounts of 1 2016

<u>Location</u>	<u>Balance</u>	<u>Interest</u>	<u>TD Interest</u>
First National Bank	15,660.14	0.10	7.78
First Midwest Bank	1,485,348.76	0.13	105.55
Resource Bank	561,067.57	0.23	624.95
**DCCF - Action 2020	125,010.91		
*DeKalb Co. Community Foundation	<u>14,869.58</u>		217.29
	2,201,956.96		

* There is currently an gain on investments which has increased the original \$10,000 that was placed with the foundation. This balance is as of 5/31/16.

** As of 5/31/16 per DCCF.

	10	20	21	22	23	24	25	26	27	28	30	32	50	51	60	70	71		Original		
	Corp	rec	Donations	spec rec	ins	audit	paving	police	imrf	ss	conc	development	Golf	pool	bonds	capital	action 2020	total	Projection	Difference	
1/1/2016	663,408	192,101	191,231	113,257	39,453	13,003	21,854	8,070	649	2,742	35,259	152,340	(650)	-	26,366	605,080	-	2,06 ,161	2,06 ,161		
January																					
Receipts																					
Replacement Taxes	6,268			-														6,268	6,1 0		
Shelters	350																	350	500	150	
User Fees		9,070									730		987	-				10,788	11,2 5	5	
Transfers	(444,000)																444,000	-			
Misc	16	636	1,055	2	0	0	1	0				4			1	106		1,821	,0 2	2,211	
Expenses	(59,462)	(56,466)	-	(38,480)	(30,206)	-	-	-	-	-	(2,446)	-	(30,917)	(853)	-	(2,400)		(221,229)	1 ,5 5	21,6	
1/31/2016	166,580	145,341	192,286	74,779	9,247	13,003	21,855	8,070	649	2,742	33,543	152,344	(30,580)	(853)	26,366	602,786	444,000	1, 62,15	1, 26,52	6 , 65	
February																					
Receipts																					
Replacement Taxes	-																	150	500	50	
Shelters	150																	6,430	5, 01	52	
User Fees		4,807									759		864	-				13,499	,100	6,	
Misc	6,026	3	205	2	0	0	1	0				5,248		1,858	1	155					
Expenses	(56,468)	(61,882)	(7,016)	-	-	-	-	-	-	-	(3,090)		(45,987)	(4,141)	-	(15,228)	(11,172)	(204,983)	1 5,0	2 ,	
2/28/2016	116,288	88,270	185,474	74,781	9,247	13,004	21,855	8,070	649	2,742	31,212	157,592	(75,703)	(3,136)	26,367	587,714	432,828	1,6 ,25	1, 6 , 0	,6 6	
March																					
Receipts																					
Replacement Taxes	2,517																	2,517	1, 60	5	
Shelters	725																	725	1, 00	5 5	
User Fees		8,204									954		51,954	-		-		61,112	111,26	50,152	
Transfer			(185,682)														185,682	-			
Misc	478	1	300	2	0	0	1	0				4			1	151	5	943	150		
Expenses	(48,569)	(61,214)	-	-	(1,244)	-	-	-	-	-	(5,126)	-	(35,440)	(1,397)	-	(19,236)	(476,792)	(649,016)	6 5,66	1 ,	
3/31/2016	71,438	35,261	92	74,783	8,004	13,004	21,856	8,070	649	2,742	27,041	157,596	(59,189)	(4,533)	26,368	568,629	141,724	1,0 ,5 5	1,2 ,	150,212	
April																					
Receipts																					
Replacement Taxes	8,964																	8,964	10, 0	1, 16	
Shelters	2,001																	2,001	1,100	01	
User Fees		11,490									8,733		34,074	7,890				62,187	5 , 61	, 26	
Misc	17,770	619	3,300	-	-	-	-	-				4,427			-	-		26,116	1 ,1 1	, 5	
Expenses	(72,921)	(94,763)	-	(3,100)	-	(12,800)	-	(903)	-	-	(11,869)	-	(51,487)	(1,845)	-	(76,988)	(9,943)	(336,618)	11,221	,60	
4/30/2016	27,253	(47,393)	3,392	71,683	8,004	204	21,856	7,168	649	2,742	23,904	162,023	(76,601)	1,512	26,368	491,641	131,781	56,1 5	20, 0	6 ,22	

	10	20	21	22	23	24	25	26	27	28	30	32	50	51	60	70	71		Original		
	Corp	rec	Donations	spec rec	ins	audit	paving	police	imrf	ss	conc	development	Golf	pool	bonds	capital	action	total	Projection	Difference	
																	2020				
May																					
Receipts																					
Taxes	118,340	85,957		15,772	8,008	1,447	8	8	9,305	7,925					60,682			307,452	2 , 120	10, 2	
Transfers in/out	5,915	9,153							(9,954)	(10,667)	617		4,902	34				0	1	1	
Replacement Taxes	7,243																	7,243	0	1,6	
Shelters	1,425																	1,425	2,100	6 5	
User Fees	-	12,955									17,411	2,000	48,855	10,664				91,884	52	2,6 0	
Misc	6,175	370	25,500	-	-	-	-	-							-	-		32,045	00	2 , 5	
Expenses	(57,639)	(65,281)		(38,480)	(2,594)			(142)		(15,629)			(40,451)	(3,543)		(77,367)	(3,377)	(304,502)	2 , 5	0, 6	
5/31/2016	108,711	(4,239)	28,892	48,975	13,418	1,651	21,864	7,034	-	-	26,303	164,023	(63,295)	8,666	87,050	414,274	128,404	1, 2	1,05 , 1 5	66, 62	
June																					
Receipts																					
Taxes	484,014	351,565		64,507	32,754	5,919	33	33	38,059	32,414					248,192			1,257,490	1,1 , 0	6 , 010	
transfers in/out	19,552	30,068							(38,059)	(32,414)	2,559		17,125	1,171				(0)		0	
Replacement Taxes	-																	-			
Shelters	2,520																	2,520	00	2,120	
User Fees	-	6,593									47,754	7,244	72,114	23,931				157,636	11 ,	2,	
Misc	670	1,719	5,750								-					-		8,139	6,125	2,01	
Expenses	(64,822)	(61,812)				(1,100)		(4,000)			(30,204)		(53,164)	(18,100)	(16,869)	(67,389)	(45,719)	(363,178)	0,51	25,	
6/30/2016	550,645	323,894	34,642	113,482	46,172	6,470	21,897	3,067	-	-	46,412	171,267	(27,220)	15,668	318,373	346,885	82,685	2,05 ,	1, ,	5, 51	
July																					
Receipts																					
Taxes	11,450	8,250		1,530	770	140	1	1	880	790					5,900			29,712	2 , 12		
transfers in/out	462	712							(880)	(790)	53		401	39				(3)			
Replacement Taxes	7,300																	7,300	00		
Shelters	700																	700	00		
User Fees	-	13,760									27,020	-	77,897	12,460				131,137	1 1,1		
Misc	-	632	16,000															16,632	16,6 2		
Expenses	(64,644)	(59,433)		(39,000)	(33,284)			(1,100)			(22,829)		(48,192)	(27,207)		(72,953)	(51,000)	(419,642)	1 , 6 2		
7/31/2016	505,913	287,815	50,642	76,012	13,658	6,610	21,898	1,968	-	-	50,656	171,267	2,886	960	324,273	273,932	31,685	1, 20,1 5	1, , 2	5, 51	
August																					
Receipts																					
Taxes	34,350	24,750		4,590	2,310	420	3	3	2,640	2,370					17,700			89,136	1 6		
transfers in/out	1,386	2,142							(2,640)	(2,370)	161		1,204	117				-			
Replacement Taxes	980																	980	0		
Shelters	300																	300	00		
User Fees	-	19,370									27,615	-	98,319	4,310				149,614	1 , 61		
Misc	30,000	-	-													-		30,000	0,000		
Expenses	(68,234)	(62,871)						(1,100)			(17,784)		(57,660)	(20,945)		(60,300)	(51,000)	(339,894)			
8/31/2016	504,695	271,206	50,642	80,602	15,968	7,030	21,901	871	-	-	60,648	171,267	44,749	(15,558)	341,973	213,632	(19,315)	1, 50, 11	1,6 , 60	5, 51	

	10	20	21	22	23	24	25	26	27	28	30	32	50	51	60	70	71		Original	
	Corp	rec	Donations	spec rec	ins	audit	paving	police	imrf	ss	conc	development	Golf	pool	bonds	capital	action	total	Projection	Difference
																	2020			
September																				
Receipts																				
Taxes	480,900	346,500		64,260	32,340	5,880	42	42	36,960	33,180					247,800			1,247,904	1,2	, 0
transfers in/out	19,402	29,976							(36,960)	(33,180)	2,253		16,864	1,646				1	1	1
Replacement Taxes	-																	-		
Shelters	250																	250	250	250
User Fees	-	16,190									17,540	11,250	47,827	2,200				95,007	5,00	5,00
Misc	7,350	1,350	-															8,700	, 00	, 00
Expenses	(103,153)	(105,151)	-	-	(2,000)	-	-	-	-	-	(15,299)	-	(62,268)	(2,228)	-	(27,000)	(51,000)	(368,099)	6	, 0
9/30/2016	909,444	560,071	50,642	144,862	46,308	12,910	21,943	913	-	-	65,142	182,517	47,172	(13,940)	589,773	186,632	(70,315)	2, ,0	2,65	, 2
October																				
Receipts																				
Replacement Taxes	7,340	-																7,340	, 0	, 0
Shelters	100																	100	100	100
User Fees	-	4,960									8,510	-	29,102	-				42,572	2,5	2
Misc	-	632	-															632	6	2
Bond Proceeds																		-		
Expenses	(54,909)	(64,429)	-	-	-	-	-	-	-	-	(9,740)	-	(42,327)	(1,448)	(486,282)	(32,500)	(51,000)	(742,635)	2,6	5
10/31/2016	861,975	501,234	50,642	144,862	46,308	12,910	21,943	913	-	-	63,912	182,517	33,947	(15,388)	103,491	154,132	(121,315)	2,0	2,0	1, 66,
November																				
Receipts																				
Taxes	45,800	33,000		6,120	3,080	560	4	4	3,520	3,160					23,600			118,848	11	,
transfers in/out	1,255	2,855							(3,520)	(3,160)	215		1,606	157				(592)	5	2
Replacement Taxes	-																	-		
Shelters	-																	-		
User Fees	-	9,005									2,425	-	9,196	-	-			20,626	20,626	20,626
Misc	593	500	-															1,093	1,0	1,0
Expenses	(47,060)	(60,917)		-	-	-	-	-	-	-	(3,832)	-	(33,875)	(523)	-	(1,800)	(51,000)	(199,007)	1	, 00
11/30/2016	862,563	485,677	50,642	150,982	49,388	13,470	21,947	917	-	-	62,720	182,517	10,874	(15,754)	127,091	152,332	(172,315)	1, ,051	1, 0	, 00
December																				
Receipts																				
Taxes	-																	-		
transfer in/out		-																-		
Replacement Taxes	1,790																	1,790	1,	0
Shelters																		-		
User Fees		1,100									1,205	11,250	2,011	-				15,566	15,566	15,566
transfers	(616,000)		(150,000)	(128,123)								(55,000)		23,416		55,000	831,000	(39,707)	, 0	, 0
Bond Proceeds																480,000		480,000	0,000	0,000
Misc	17,560	-	150,000															167,560	16	,560
Expenses	(53,828)	(251,568)		-	(33,283)	-	-	-	-	-	(2,758)	-	(38,367)	(1,618)	(81,869)	(163,812)	(51,000)	(678,103)	6	,10
12/31/2016	212,085	235,209	50,642	22,859	16,105	13,470	21,947	917	-	-	61,167	138,767	(25,482)	6,044	45,222	523,520	607,685	1, 0,15	1, 5	, 06
change	(451,323)	43,109	(140,589)	(90,398)	(23,348)	467	92	(7,153)	(649)	(2,742)	25,909	(13,573)	(24,832)	6,044	18,856	(81,560)	607,685	(134,004)	(209,355)	5, 51

To: Board of Commissioners

From: Kirk T. Lundbeck

Subject: Monthly Report

Date: July 26, 2016

Administrative Initiatives (7/1/16 – 7/31/16)

- Attended weekly Department Head meetings as scheduled.
- Developed July Golf Insight newsletter and updated reader board outside the Proshop with general golf operation information.
- Met with Critical Success Factor groups, Putters and Clubbies.
- Continued to monitor cleaning of Sparkle cleaners and update Sparkle on concerns.
- Continued work on PDRMA Loss Control Review Documentation project and met with Jackie from PDRMA for a walk through and preliminary audit and review of materials prepared.
- Worked with Golf Maintenance staff to place cart return signage for staging area.
- Continued to promote the Two Fore! Tuesday promotion through the website, B95 radio and eblast marketing.
- Continued to monitor use of Golfnow promotions for peak season rates. Adjust green fee prices to help fill up weaker times.
- Hold 6 large outings in July:
 1. Ski's All American Pub and Grill – July 9th - 88 participants
 2. Masatono Family Outing July 10th - 40 participants
 3. Alvin Wildenradt Junior Championship – July 12th and 13th – 30 participants
 4. Genoa Area Chamber – July 19th - 44 participants

5. The Shriner's Scramble – July 22nd – 156 participants
6. DeKalb Marine Corp – July 23rd - 44 participants

- Began ½ price Season Pass prices for second half of the season.
- Met with Sycamore and Burlington High School Golf coaches in preparation of the fall high school golf season.
- Developed entry forms for the Alvin Wildenradt Junior Championship and The Sycamore Club Championship.
- Completed redesign of the golf course website to make it more clean, more user friendly and capable of being viewed on mobile devices.

Administrative Initiatives (8/1/16 – 8/31/16)

- Attend weekly Department Head meetings as scheduled.
- Attend All Staff Meeting as scheduled.
- Develop August Golf Insight newsletter and updated reader board outside the Proshop with general golf operation information
- Continue to monitor cleaning of Sparkle cleaners and update Sparkle on concerns.
- Begin to develop fall staffing schedule
- Meet with Critical Success factor groups as directed.
- Attend Full Time Staff Healthy Cooking Workshop with Kish Health System.
- Continue work on PDRMA Loss Control Review Documentation project making minor changes and additions as directed by Jackie from PDRMA.
- Begin to develop fall tee time schedule to accommodate Sycamore and Burlington Golf Teams.

- Begin to promote fall golf rates with GolfNow to take effect after Labor Day.
- Hold 7 major golf events in August:
 1. The Sycamore Chamber of Commerce
 2. The FOP Scholarship Scramble
 3. The Opportunity House Chip into Charity
 4. The PJ's Courthouse Scramble
 5. The Sycamore Elks Club
 6. The Dee Palmer Memorial Scramble
 7. Sycamore Club Championship
- Coordinate fall golf promotions with Sarah Rex with use of different marketing techniques including, eblasts, radio, website and Facebook promotions.

To: Board of Commissioners

From: Jeff Donahoe

Subject: Monthly Report

Date: July 26, 2016

Administrative Initiatives (7/1/16-7/31/16)

Golf

- We have received low rain amounts along with typical summer heat this month. The irrigation system has been used consistently to make up for the lack of precipitation. The turf has held up relatively well through the dry, hot conditions.
- Staff has been keeping up with mowing and weed eating of the course during the past few weeks. They have also added new sand to several bunkers, pruned low hanging branches, sprayed turf for disease and weeds, fertilized key areas, maintained annual flowers in several beds, cleaned out landscape beds, watered the newly planted trees, ground out several old tree stumps, and maintaining the irrigation heads on the course.
- White clover and crabgrass populations have been especially heavy this season. We are spot applying control products to the thicker areas on days when the temperatures cool off a bit.
- Encap Environmental continues to monitor the success of seeding and planting of plugs along the banks of the river and creek thru the course. Weeds have recently been sprayed and they are in the process of adding some better erosion control measures to the bank on each side of 10 tee along with some additional seed. This should help the new roots grow into and thus stabilize the river bank.
- The bridge walk/cart bridge at 11 tee has been replaced. Caeden Keith rebuilt the bridge to help earn his Eagle Scout badge for his community

project requirement. Caeden, who also works for Kirk in the pro shop, and a group of other scouts and parents performed the wood removal and replacement over three Saturdays in July. They also were able to obtain all the wood at a discount and are now working on receiving donations for the total cost of the wood and fasteners. The bridge is now stronger and safer than ever. A huge thanks to Caeden and his team whom we have invited to the Board meeting to be recognized this month.

- We had the PDRMA loss control review audit on July 13th for golf. This included many months of preparation to update inspections and documentation of facilities and equipment, safety and operating training of all staff in several areas, and many other areas of compliance. I am happy to report that we did very well for our first ever audit. We will receive a report soon on items to add to or improve and we have until mid-October to improve these areas at which time we will receive our final score for the year. Thanks to the staff for all pitching in to make our staff, customers, and facilities safer and well maintained.

Sports

- Several of our youth user groups have completed their seasons and are now winding down the in-house league all-star team practices and games. The adult leagues will continue to play for the next few weeks. We hosted the SYB Titans travel team 10U league tournament, which features many teams from the west suburbs, the second weekend of July with many accolades received for our facilities, conditions, and concessions.
- AYSO soccer fields are starting to be measured and lined for the beginning of the fall season. Nearly 600 participants will begin practicing at the beginning of August with the first games starting August 13th. Adult Sunday soccer will continue into early October.

- Staff continues to prep fields daily for baseball and softball groups, paint field lines weekly for all sports, mow and trim fields frequently, make field and equipment repairs, and add new infield mix as time allows.
- Staff has also taken down the bleachers around field 1 or the Liners old field. The red colored bleachers, which were brought in by the Liners, are actually indoor units so the wood flooring was beginning to soften causing a safety concern. Useful metal from the seats will be recycled and then we will find a company to remove them. PDRMA was very happy to see this action taken.
- Field #1 has been well used this summer as several groups out of the area have reserved the field for high school summer league tournaments. Sycamore High School baseball also uses the field for their summer teams which will wrap up this week.
- We also had a professional fence company come out and secure loose fencing and rails around all the ball fields. This helped eliminate some safety concerns for our users and extends the life of the fencing.
- I have been working almost daily with the various user groups during this busy time to ensure clear communication for field prep needs and to eliminate field use conflicts. We have been fortunate this season that the rain outs have been limited to single nights and make ups have been easy to organize. The various groups have all worked well with us and between themselves to reschedule games and practices all season.
- Storm Dayz softball took place on June 24-26. 76 teams played over 200 games in three days on 10 fields. Our staff was present throughout the event to prep fields before the first games, then help with parking, garbage, concession and crowd assistance. We received many positive reviews from teams as far as Kentucky on our facilities and the concessions quality. Thanks for all the hard work!

Parks

- I attended staff, board, and Action 20/20 related committee and architect meetings.
- Staff continues to keep up with mowing, weed eating, cleaning parks, pruning trees and along paths, checking/repairing play equipment, setting up the stage for concerts, emptying garbage, fixing light fixtures at parks, and watering all the new trees.
- Several staff have also spent a couple of Friday nights setting up and taking down the movie screen and sound system for movie nights in the park. We have one more on August 5th – “FIELD OF DREAMS”
- The parks and sports portion of the PDRMA loss control review took place on July 15th. Like the golf review, this went very well for our first audit. In addition to the paper records for trainings and inspections, field visits also took place at the parks, sports complex, and golf course. Staff was stopped and asked about their safety trainings and rated on how they operated and exited various pieces of equipment with safety in mind. Three parks with playgrounds were also visited and given positive reviews based on several safety and inspection requirements.
- The new playground equipment for Kiwanis Prairie Park by South Prairie School was installed on July 5th and 6th. We had a certified company install the playground structure just north of the school. Our staff will soon begin to remove the older large structure at the east end of the park.
- We have added several new informational and instructional signs to our playgrounds around town. We have also updated some fading stickers on play equipment announcing age appropriate usage and supervision suggestions.

- The tree plantings are doing well overall. We are filling the water bags continuously during this hot, dry season. A few trees might not make it but part of the agreement with the landscape company is to replace those that don't live for one year.
- The pool has been running well with no major operation concerns. We now have fewer than 30 days until closing for the season. The PDRMA review of the pool in mid-June went very well. Lisa and Derek had the guards well trained and Bob and I had the facilities and mechanical room up to date for all required equipment operations.
- The Midwest Museum has also been functioning well with only an HVAC repair on a bad fuse being made this summer.
- Updated newly purchased 2016 equipment on the equipment inventory list.
- I am in the process of contacting roof companies to replace roofs on the soccer storage building, the small shelter at the playground by the Good Tymes Shelter, and the shelter roof by the sports concession building.
- I have added to written future facility care goals, objectives, and action statements as we plan in advance for the new building and maintenance of new facilities. Staff meetings with Director Gibble in areas of golf, parks, recreation, and clubhouse have been taking place as well to develop these goals and to help assure we will be ready to maintain them.

Administrative Initiatives (8/1/16-8/31/16)

- Attend staff, board, and study session meetings along with Action 20/20 planning and construction meetings.

- Staff will continue consistent mowing, cleaning, repairs, inspections of parks and fields. Will continue to water and monitor newly planted trees. Remove old play area at Kiwanis Prairie Park, repair play areas, prep fields for sports, begin soccer season, clean shelters for rentals, prune trees and trail edges.
- Golf course will continue consistent mowing and trimming, maintaining irrigation system, filling and seeding old stump holes, maintaining landscaping and new trees, pruning/cutting dead trees and limbs. Watering and spraying for disease of the turf for health will be a priority as we continue thru the hot summer.
- Will work on PDRMA loss control review list of improvements prior to October final grading. Continue to organize staff training and program writing in several OSHA related safety areas.
- Continue PDRMA required written inspection process of equipment, staff training, buildings, playgrounds, fields.
- Complete procurement process of approved 2016 capital budget equipment items. Still need to purchase a turf seeder.
- Work on estimates for shelter roofing improvements.
- Conduct end of season meetings with youth softball and baseball groups. Work with Lisa on end of season billing for groups.
- Work on future planning for staffing needs and supplies for when new Action 20/20 components are added. Begin visiting other agencies with similar features we are planning to collect data on maintenance and staffing requirements.



To: Board of Commissioners
From: Lisa Metcalf & Sarah Elm Rex
Subject: Monthly Report
Date: July 26, 2016

Administrative Initiatives (7/1/16 – 7/31/16)

- Attended monthly board meeting. – Sarah
- Attended weekly Department Head meetings as scheduled.
- Attended ACTION 2020 planning meeting.
- Attended a tour of all of the Park District's parks.
- Held a Recreation Software Meeting to determine which company we would like to go with.
- Attended a goal setting meeting with Dan.
- Sent fall brochure to the printer. It will come out the week of August 8.

Administrative Initiatives (8/1/16 – 8/31/16)

- Will attend monthly board meeting. – Lisa
- Will attend weekly Department Head meetings as scheduled.
- Will attend ACTION 2020 planning meeting.
- Will participate in Tuesdays on the Town August 9.
- Will host the August Green Drinks meetup. – Sarah

- Will attend National Night Out at Target. – Lisa
- Will close the pool for the season. – Lisa
- Will attend a Health Cooking Class at Kish/NW Medicine.

To: Board of Commissioners
From: Daniel Gibble, Executive Director
Subject: Monthly Report
Date: June 28, 2016

Administrative Initiatives (7/1/16 – 7/31/16)

- Coordinated the long-range planning process for management of the new facilities that will be developed as part of ACTION 2020.
- Finalized terms with Construction Manager.
- Finalized bid specifications for concrete walks at Ovitz and Chief Black Partridge parks.
- Attended Meetings/Serve On:
 - KSRA
 - Rotary
 - Chamber
 - Pumpkin Festival
- Worked on Fundraising and Leaf a Legacy.
- Attended PDRMA Training.
- Coordinated meetings with staff, Construction Manager, Citizen Committees, and Farnsworth Group.
- Worked with the Fundraising Committee.
- Put Concrete Work Out to Bid.
- Retained Professional Services for ADA Pool Work.
- Met with DCCF regarding Grant Opportunities, the Watershed Grant, and the Management of the Action 2020 Fund.

- Finalized Final proposal to NIU Department of Kinesiology and P.E. for future affiliations.
- Continued work on the PDRMA Loss Control Review materials.
- Assisted with KSRA presentations to Sandwich Park District and the Flagg-Rochelle Park District.
- Held Teambuilding meetings with various groups of staff as part of the long-range management planning process.
- Began work on details related to the Golf Course Irrigation Professional Services RFP.
- Developed Final Plan for Action 2020 Bond Issues.
- Continued work on Reston Ponds Park dedications.
- Met with Dog Park Committee.
- Completed demolition of CARLS Farm.
-

Administrative Initiatives (8/1/16 – 8/31/16)

- Update Agenda Planner for Staff/Board.
- Attend Meetings/Serve On:
 - KSRA
 - Rotary
 - Chamber
- Begin Negotiations for Liquid Asset Management
- Develop proposals for two new member agencies to join KSRA.
- Continue work on CAMPUS project development:
 - Community Center

- Dog Park
- Sled Hill
- Splashpad

- Continue coordinating Citizen Committee meetings, staff meetings, and meetings with Board regarding the CAMPUS project.

- Complete first phase of the PDRMA Loss Control Review.

- Continue contacting potential donors for Leaf a Legacy.

- Put out sidewalk bids for Dr. John Ovitz Park and Chief Black Partridge Park.

- Meet with local medical service providers regarding future partnerships.

- Attend the Chamber Golf Outing.

- Update and distribute Personnel Policy.

- Present overall Safety Policy to Board.

Jeanette Freeman

Subject: FW: facilities

From: Lorri Thrower <throwerls@yahoo.com>
Sent: Friday, July 8, 2016 12:24 PM
Subject: facilities
To: Daniel Gible <danielg@sycamoreparkdistrict.com>

Hello, Dan!

My name is Lorri Thrower and my family recently reserved one of the shelters in Sycamore Park for a family reunion. It took some convincing to have my family travel from the city and the suburbs to come out to Sycamore as they thought it would be a very long drive. In addition to this not being the case, they fell in love with the beautiful park facilities we have here in Sycamore. Not only that, many of my family realized that they were just over a 30-minute drive to Sycamore and many, who have not already visited, have planned to come visit our downtown soon.

Thank you to your staff and all who work to keep our facilities in such great shape!

Lorri Thrower

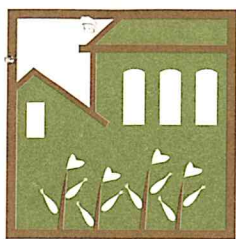
Princess Alex Ice Cream

Total Control Panel

[Login](#)

To: danielg@sycamoreparkdistrict.com [Remove](#) this sender from my allow list
From: throwerls@yahoo.com

You received this message because the sender is on your allow list.



DEKALB COUNTY
C O M M U N I T Y
F O U N D A T I O N

June 14, 2016

Mr. Daniel Gible
Sycamore Park District
940 East State Street
Sycamore, IL 60178

Dear Dan:

As a valued Donor and representative of a charitable Fund managed here at the Community Foundation, we are writing to inform you of some changes to our accounting and investment management administration:

Finance Director

As you may have seen recently in our communications, we are searching for a part-time Finance Director to serve on staff of the Foundation. This person, likely to be a CPA, will be responsible for monthly financial management (maintaining our general ledger, etc.), assisting with investment management, providing fund administration, and helping to provide other services to donors. Many may not realize that our monthly accounting has been conducted by J. Scott Chilton, CPA in DeKalb virtually since the inception of the Foundation. Scott has done a wonderful job helping account for our assets. We believe now is the time, given our asset size and technology resources available to us, to bring our accounting 'in-house'. Scott is working closely with us to transition during this year, with the goal of phasing out his services in January of 2017.

Colonial Consulting

We have hired an Independent Investment Consultant, Colonial Consulting (www.colonialconsulting.com), who will be working to unify our three separate investment portfolios into one and provide analysis and recommendations to fulfill our Investment Objectives in the years ahead...all while maintaining total investment fees near our current costs.

The Community Foundation's Finance Committee's goals with the search for an Independent Investment Consultant centered around 2 things: 1) developing and coordinating an overall investment strategy that provides the returns needed to continue to meet needs and build the foundation, and 2) limiting the amount of investment related fees that are paid. Right now three investment managers develop their strategies independent of each other, yet they are not independent.

We reviewed 4 key factors during the selection process: 1) People 2) Price 3) Process and 4) Portfolio Review:

People - we wanted the individuals we worked with to be investment professionals and financial experts backed by a full research team, not salespeople. We also wanted the individuals and the company to have no financial relationships with any financial institution, brokerage firm, or mutual fund company.

Price - we wanted to minimize fees and pay no more than we currently pay.

Donna Larson, President
Sycamore

Frank Roberts, Vice President
DeKalb

Kevin Fuss, Treasurer
DeKalb

Daniel P. Templin
Secretary/Executive Director

Kevin Buick
Sycamore

Amie S. Carey
Hinckley

Micki Chulick
DeKalb

Latricia Dawkins
DeKalb

Kristina Garcia
Sycamore

Marcia Goodrich
DeKalb

LaVerne Gyant, Ed.D
DeKalb

Todd Hughes
Genoa

Alethia Hummel
Sandwich

Rick Mamoser
Kingston

Mark Mannebach
DeKalb

Kevin McArtor
Malta

Charles McCormick
Sycamore

Ken Spears
Shabbona

Dana Stover
DeKalb

Donna Turner
Kirkland

Dick Underwood
Somonauk

Beth K. White
Waterman

Process- we wanted an Independent Investment Consultant that had a process for getting to know the needs, wants, risk level, etc. of the Foundation and then design a portfolio accordingly. We wanted to know what the first 90 days would look like. We wanted to know the process used to select and de-select securities they recommend. We wanted access to funds beyond the "big box" funds. We wanted to see a sample portfolio and how much it costs (fees). Finally, we wanted to know they have an indexing strategy.

Portfolio Review - we wanted to know what their portfolio review process looks like and how often they might recommend re-balancing. We wanted to know how they report investment returns and whether they do "roll-up" reporting. We wanted to know how often they come to Finance Committee meetings and which members of their team they send. Lastly, we wanted them to give us guidance and recommendations based on their research team's evaluation of market conditions and our needs.

During the transition to Colonial Consulting, there will temporarily be an additional increase (approximately 20 basis points, or .20% annual rate) in investment fees charged against the Fund you established. Our goal is to work with Colonial Consulting to re-design our total portfolio in a way that will keep the total investment management fees (including Colonial Consulting's fee) comparable to our current average of about .78%. We hope to have changes in place over the course of approximately six months.

Transparency in the financial administration of the Community Foundation and the charitable funds you have entrusted to us is a very important part of our Stewardship. If you have any questions or concerns, feel free to contact Dan Templin (dan@dekalbccf.org or (815) 748-5383) or Kevin Fuss (kevin.fuss@kishwaukeeecollege.edu or (815) 825-2086 ext. 3800).

Thank you again for sharing your Philanthropy with the DeKalb County Community Foundation.

Sincerely,



Kevin Fuss
Board Treasurer
Finance Committee Chair



Daniel P. Templin
Executive Director

June 24, 2016

Kirk Lundbeck
Sycamore Park District Golf Course
940 E State St
Sycamore, IL 60178-9587



Dear Kirk:

On behalf of KishHealth System Foundation, thank you for your gift-in-kind donation of four 18 hole rounds of golf including riding carts valued at \$175.00. We truly value your gift. Thanks to you, the 2016 Twilight Garden Party benefitting Hospice is shaping up to be a great event.

Our records show that you prefer to have your name included in our donor publication listing as *Sycamore Park District Golf Course*. Please let us know if you would like to make any changes.

Thank you for supporting the 2016 Twilight Garden Party and KishHealth System Hospice.

Sincerely,



Teresa Gobeli, Director
KishHealth System Hospice



Marcy Rubic
Executive Director, Foundation

Naming KishHealth System Foundation in your will or estate plan is a wonderful way to show your support for quality healthcare far into the future. Please contact us for more information.

In accordance with IRS requirements, this letter confirms that KishHealth System Foundation did not provide goods or services in exchange for this contribution.

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: July 26, 2016

STAFF RECOMMENDATION

AGENDA ITEM: CAMPUS PROJECT MANAGEMENT AND SUPERVISION Contract: Recommend Approval

BACKGROUND INFORMATION:

As we prepare to move into one of the most significant growth periods in our 93-year history, we have approved our design for a community center, splashpad, dog park, and sled hill. Furthermore, you have approved the contract with Farnsworth Group, and authorized the PROFESSIONAL SERVICES COMMITTEE, headed by Commissioner Kroeger to solicit Qualifications for Construction Management of the RECREATION CAMPUS, which will include a:

- Community Center
- Splashpad
- Dog Park
- Sled Hill

The Professional Services Group, Chaired by Commissioner Kroeger, received qualifications from eight firms. Besides Bill, the committee included Jeff Donahoe and Dan Gibble from Staff, and Tom Doty and Jessica Sida from our Citizen Committees. The field was narrowed to three for interviews by standard evaluation scoring sheet, and the following firms were interviewed the week of June 13, 2016:

- Stenstrom: Rockford, IL
- Swedberg and Associates: Sycamore, IL
- Ringland-Johnson: Cherry Valley, IL

In the end, the PROFESSIONAL SERVICES COMMITTEE came to a conclusion that they would unanimously recommend a first and second choice of firms to approve for negotiations. Those firms are:

- First Choice: Ringland-Johnson
- Second Choice: Swedberg & Associates

The Board authorized the Executive Director to begin those negotiations, and those have reached a point where I recommend retaining Ringland-Johnson. The major terms are:

- Pre-Construction = Flat Fee of \$35,000
- Construction Management Fee = \$201,900
- General Conditions = \$40,380 per month

FISCAL IMPACT: If the construction period is 10 months the total cost of this commitment would be: \$640,700. If construction goes longer or shorter we would add or subtract \$40,380 for each month or portion thereof. The current architect estimate for the General Conditions is 10 to 12 months. The dollars will come from the ACTION 2020 Fund.

STAFF RECOMMENDATION: I recommend the Board approve this proposal within the Structure of an AIA Form A134 and its referenced A201—both of which are attached, as well. And to further authorize the Executive Director to expend funds related to this contract as approved at last month's meeting for the structure to manage this contract (that "Recommendation" from last month is attached for your reference).

PREPARED BY: Daniel Gible, Executive Director



BOARD ACTION:

AGREEMENT made as of the « » day of « » in the year «2016-»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

«»«»Sycamore Park District
940 East State Street
Sycamore, IL 60178
«»

and the Construction Manager:
(Name, legal status and address)

«»«»Ringland-Johnson, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016
Phone: 815-332-8600
Fax: 815-332-8411
«»

for the following Project:
(Name and address or location)

«Sycamore Park District – Campus Projects»
«23942 Airport Road
Sycamore, IL »

The Architect:
(Name, legal status and address)

«»«»The Farnsworth Group
7707 N. Knoxville Ave.
Suite 100
Peoria, IL 61614
«»

The Owner's Designated Representative:
(Name, address and other information)

«»Daniel Gibble, Executive Director
940 East State Street
Sycamore, IL 60178
«»
«»
«»
«»
«»

[Redacted]

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The Construction Manager's Designated Representative:
(Name, address and other information)

<>
<>
<>
<>Brent Johnson, President
<>1725 Huntwood Dr.
<>Cherry Valley, IL 61016
<>
<>

Formatted: AIA FillPoint Paragraph

The Architect's Designated Representative:
(Name, address and other information)

< >
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< >
< >
< >

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; 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 or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The parties agree that the services of the Construction Manager involve a high degree of professional skill and that the ability or fitness of the individuals primarily responsible for performing such services and coordinating the Project is a material component of this Agreement. Accordingly, the Construction Manager shall be represented by Brent B. Johnson in all matters pertaining to this Agreement as Project Superintendent and by Eliza Gawenda as Project Manager. Construction Manager shall give Owner as much notice as is reasonably possible concerning any substitution of the Project Manager or Project Superintendent and Owner shall have the right of approval of each proposed substitute.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201–2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201–2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect 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.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; the components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and

refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 2.2. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion, except as provided in Section 2.2.4.5. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Control Estimate

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Control Estimate for the Owner's review and acceptance. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee and shall include those items set forth in Section 2.2.4 below. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 2.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Control Estimate for such further development consistent with the Contract 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, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;
- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and
- .5 a statement as to whether or not the duration from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201–2007.

§ 2.2.5 The Owner shall authorize the Architect to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather,

portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

~~§ 3.1.2 Prior to the Owner's approval of the Control Estimate, or within seven days of receiving the Owner's written acknowledgment required by Section 2.2.1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.~~

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 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.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The parties further agree that Owner is relying upon the Construction Manager and the Architect to define the

appropriate scope of the necessary geotechnical information and the Construction Manager therefore freely waives any right it may have under the Illinois Public Construction Contract Act of 1999 to stop the progress of the work. The cost estimates will include a reasonable contingency for conditions encountered that differ materially from the geotechnical information. Any unused portion of the contingency will be returned to the Owner. If costs associated with the remedial work exceed the contingency, the Owner will make an equitable adjustment to and modify the contract in writing

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

~~Preconstruction fee is 0.5% of Construction Budget sumStaff costs included in general requirements~~

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~Two~~ (~~2~~) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~Thirty~~ (~~30~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

~~%~~ ~~Six Percent (6%) Annum~~

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

←→4.15%~~2-25%~~

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

←→Same as Construction Manager fee above4%

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

←→10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ←→100 percent (←→100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Changes in the Work

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager’s Fee shall be adjusted as provided in Section 5.1.2.

§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

§ 5.2.4 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project

except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates for labor as required under the Illinois Prevailing Wage Act as applicable to the place of the Project, and shall be at rates for all other items that are not higher than those customarily paid at the place of the Project, except by written prior consent of the Owner. If requested by the Owner, Construction Manager must submit with its Application for Payment--in addition to all other documents required by the General Conditions--photocopies of the actual invoices or expense bills directly attributable to the Project which the Construction Manager claims as part of the "Cost of the Work."

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval or office.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such 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 Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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 Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the 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 Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation,

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installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 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 Section 10.4 of AIA Document A201–2007.

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

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not to Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office except to the extent of work performed relating to the Project and; except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.7;
- .4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 through 6.7; and
- .7 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager 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, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager 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 this 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, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

←→2530th

~~§ 7.1.3- Payments are due and payable in accordance with the Illinois Prompt Payment Act. Provided that an Application for Payment is received by the Architect not later than the ←→25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the ←→15th day of the ←→ following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ←→Twenty Five (←→25) days after the Architect receives the Application for Payment.~~

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee, less retainage of ←→Zero percent (←→0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of ←→Five percent (←→5 %) from that portion of the Work that the Construction Manager self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

§ 7.1.7 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.8 Except with the Owner's and Surety's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager 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 and Surety's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work, together with the written consent of the Surety, and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect'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 Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 8 INSURANCE AND BONDS

§ 8.1 For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	\$1,000,000 Personal Injury
	\$1,000,000 Products—Completed Operations Aggregate
Automobile Liability	\$1,000,000 Each Accident
Umbrella Policy	\$5,000,000 (Builder's Risk Excluded)

§ 8.2 During both phases of the Project, the Owner shall maintain insurance as set forth in Paragraph 11.3 of AIA Document A201, as modified.

§ 8.2 Bonds.

8.3.1 The Construction Manager as part of its Work and without additional compensation shall furnish a Performance Bond and a Labor and Material Bond on the AIA approved forms for that scope of work for which it is the constructor. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract.

8.3.2 The Construction Manager shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Construction Manager shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

8.3.3 The Construction Manager shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

8.3.4 Whenever the Construction Manager shall be and is declared by Owner to be in default under the Contract, the Surety and the Construction Manager are each responsible to make full payment to the Owner or any and all extra Work incurred by the Owner as a result of the Construction Manager's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Construction Manager's default, and in protecting Owner's rights under the Agreement to remedy Construction Manager's default, in accordance with the terms of the Payment and/or Performance Bond agreement.

8.3.5 The Construction Manager shall (i) furnish all Surety Company's bonds through Surety Company's local agents; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Construction Manager or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Construction Manager with the Contract as called for in the Specifications and Contract.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[] Litigation in a court of competent jurisdiction

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[« »] Other: (Specify)

« »

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner’s Approval of the Control Estimate

§ 10.1.1 Prior to the Owner’s approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 In the event of termination of this Agreement pursuant to Section 10.1.1, after the commencement of the Construction Phase but prior to the Owner’s approval of the Control Estimate, the Owner shall pay to the Construction Manager under Section 10.1.2 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction

Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201–2007. The provisions of Article 14 of A201–2007 do not otherwise apply to this Section 10.2.

§ 10.2.2 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement, less any compensation that may be awarded to the Owner pursuant to Article 9.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201–2007, the Owner may terminate this Agreement for convenience as provided in Section 14.4; however, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Control Estimate and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.2.4 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

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

« »

ARTICLE 13 REGULATIONS

13.1 The Contractor warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

13.2 Whenever required, the Contractor or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

13.3 Contractor shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

13.4 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

13.5 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

13.6 Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 15 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

13.7 Construction Manager agrees to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Construction Manager shall produce, without cost to

the Owner, records which are responsive to a request received by the owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Construction Manager's failure to produce documents or otherwise appropriately respond to a request under the Act, then Construction Manager shall indemnify and hold the Owner harmless, and pay an amount determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

13.8 Prevailing Wage Act.

To the extent that the Prevailing Wage Act, 820 ILCS 13010.01 e/. seq., applies, Construction Manager and all contractors and subcontractors shall comply with the Act concerning payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work provided for by this Agreement. The Construction Manager agrees for itself and for all Contractors and Subcontractors that prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idollrates/Rates.htm>.

The Owner may at any time inquire of the Construction Manager, Contractor or Subcontractor as to rates of wages being paid employees and any subcontractor or material men, whereupon such information shall be promptly provided to the Owner. The Construction Manager shall agree to indemnify the Owner for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Construction Manager shall insert into each contract and subcontract and into the project specifications for each subcontract a written stipulation to the effect that, to the extent that the Prevailing Wage Act applies, each Contractor and Subcontractor shall comply with the Act. The Construction Manager shall also cause such a provision to be included in all such bonds as will guarantee the faithful performance of the prevailing wage obligations as established in the Contract Documents.

13.9 Substance Abuse Prevention. The Construction Manager shall comply with and cause all contractors and subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Failure by the Construction Manager to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees.".

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

«-»-»SYCAMORE PARK DISTRICT
Daniel Gible, Executive Director

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«-»-»RINGLAND-JOHNSON, INC.
Brent Johnson, President

(Printed name and title)

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for the following PROJECT:
(Name and location or address)

«Sycamore»
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

- 1 **GENERAL PROVISIONS**
- 2 **OWNER**
- 3 **CONTRACTOR**
- 4 **ARCHITECT**
- 5 **SUBCONTRACTORS**
- 6 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 **CHANGES IN THE WORK**
- 8 **TIME**
- 9 **PAYMENTS AND COMPLETION**
- 10 **PROTECTION OF PERSONS AND PROPERTY**
- 11 **INSURANCE AND BONDS**
- 12 **UNCOVERING AND CORRECTION OF WORK**
- 13 **MISCELLANEOUS PROVISIONS**
- 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 **CLAIMS AND DISPUTES**

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5****Administration of the Contract**3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration8.3.1, 11.3.10, 13.1, 15.3.2, **15.4****ARCHITECT****4****Architect**, Definition of**4.1.1**

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work**5.2****Basic Definitions****1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR**3****Contractor**, Definition of**3.1, 6.1.2****Contractor's Construction Schedules****3.10**, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance**11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2****Correlation and Intent of the Contract Documents**
1.2**Cost**, Definition of**7.3.7**

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of
8.1.2**Date of Substantial Completion**, Definition of
8.1.3**Day**, Definition of**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site**3.11****Drawings**, Definition of**1.1.5**Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies**10.4**, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.5, 15.2.5

Failure of Payment
 9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Faulty Work
 (See Defective or Nonconforming Work)

Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance
 11.3.1.1

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials
 10.2.4, **10.3**

Identification of Subcontractors and Suppliers
 5.2.1

Indemnification
 3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7

Information and Services Required of the Owner
 2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Initial Decision
15.2

Initial Decision Maker, Definition of
 1.1.8

Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders
 1.1.1

Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of
1.1.7

Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**

Insurance, Boiler and Machinery
11.3.2

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
 8.2.2, 11.1.2

Insurance, Loss of Use
11.3.3

Insurance, Owner's Liability
11.2

Insurance, Property
 10.2.5, **11.3**

Insurance, Stored Materials
 9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
 9.9.1

Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

Interest
13.6

Interpretation
 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
 4.2.11, 4.2.12, 15.1.4

Judgment on Final Award
 15.4.2

Labor and Materials, Equipment
 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
 8.3.1

Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
 14, 15.2.8, 15.4

Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1

Limitations of Liability
 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Loss of Use Insurance
11.3.3

Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous10.2.4, **10.3****Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and**Procedures of Construction**

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 15.2.8

Mediation8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1**Minor Changes in the Work**1.1.1, 3.12.8, 4.2.8, 7.1, **7.4****MISCELLANEOUS PROVISIONS****13****Modifications, Definition of****1.1.1****Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

Mutual Responsibility**6.2****Nonconforming Work, Acceptance of**9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of 2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1**Notice of Claims**3.7.4, 10.2.8, **15.1.2**, 15.4**Notice of Testing and Inspections**

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

OWNER**2****Owner, Definition of****2.1.1****Owner, Information and Services Required of the**2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3**Owner's Authority**

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance**11.2****Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.4, 14.2.2

Owner's Right to Clean Up**6.3****Owner's Right to Perform Construction and to Award Separate Contracts****6.1****Owner's Right to Stop the Work****2.3****Owner's Right to Suspend the Work**

14.3

Owner's Right to Terminate the Contract

14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3**Partial Occupancy or Use**9.6.6, **9.9**, 11.3.1.5**Patching, Cutting and****3.14**, 6.2.5**Patents**

3.17

Payment, Applications for4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3**Payment, Certificates for**4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4**Payment, Failure of**9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2**Payment, Final**

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and7.3.7.4, 9.6.7, 9.10.3, **11.4****Payments, Progress**9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3**PAYMENTS AND COMPLETION****9**

Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
 PCB
 10.3.1
Performance Bond and Payment Bond
 7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
**PERSONS AND PROPERTY, PROTECTION
 OF
 10**
 Polychlorinated Biphenyl
 10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
 Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.3
**PROTECTION OF PERSONS AND PROPERTY
 10**
 Regulations and Laws
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
 15.2.8, 15.4
 Rejection of Work
 3.5, 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
 9.8.2, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
 5.1.2, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
 Conditions by Contractor**
3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and
 Samples by Contractor
 3.12

Rights and Remedies
 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
 Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
 Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 13.7, 15.4.1.1
 Stopping the Work
 2.3, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3.7**

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7

Substantial Completion, Definition of**9.8.1****Substitution of Subcontractors**

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of**5.1.2****Subsurface Conditions**

3.7.4

Successors and Assigns**13.2****Superintendent**

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

Suspension by the Owner for Convenience**14.3****Suspension of the Work**

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor

14.1, 15.1.6

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.6

Termination by the Owner for Convenience**14.4****Termination of the Architect**

4.1.3

Termination of the Contractor

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT**14****Tests and Inspections**

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

TIME**8****Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims

3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work

9.3.2, 9.3.3

Transmission of Data in Digital Form**1.6****UNCOVERING AND CORRECTION OF WORK****12****Uncovering of Work****12.1****Unforeseen Conditions, Concealed or Unknown**

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3.7**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays

15.1.5.2

Work, Definition of**1.1.3****Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,
15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such 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.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: June 28, 2016

STAFF RECOMMENDATION

AGENDA ITEM: CAMPUS PROJECT MANAGEMENT AND SUPERVISION: Recommend Approval

BACKGROUND INFORMATION:

As we prepare to move into one of the most significant growth periods in our 93-year history, we have approved our design for a community center, splashpad, dog park, and sled hill. Additionally, we have just authorized negotiations for our Construction Manager (CM) for the four projects. Now it is time to clarify how the project will be managed.

By this staff recommendation I am requesting the support of the Board of Commissioners to adopt the following structure for supervising and managing the CAMPUS Project:

Day to Day

The ongoing, day-to-day oversight, management, and supervision of the project will lie with the Executive Director (ED).

- Change Orders Less Than \$20,000 can be approved by the Executive Director
- Bid Opening will be supervised/managed by Executive Director.
- Field/Immediate decisions.
- Direct interaction with A/E Firms, CM, and subs.
- Communication to Professional Services Group Chair, Commissioner Kroeger

I would further recommend that Jeff Donahoe be my second in-charge on these matters, in my absence.

By Month

For periodic checks and balances, the Chair of the Professional Services Group, Commissioner Bill Kroeger, will attend a meeting with the Construction Manager and the A/E Team (Farnsworth Group)—some monthly, some bi-monthly, as available.

- Change Orders Between \$10,000 and \$20,000 will be discussed with Commissioner Kroeger by Executive Director before taking action.
- Commissioner Kroeger will work with ED to decide when a matter may need consideration and input from one or more of the Citizen Committees

Quarterly or As Needed

The Board of Commissioners will receive an update report from the Construction Manager and Farnsworth Group. The Citizen Groups should be invited to those updates.

- Board will approve all bids for the project.
- Change Orders \$20,000 or greater will be approved by the Board.
- Changes in Design that increase square footage by more than 1% of the currently approved square footage in the Schematic Design will be reviewed and approved by the Board.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: I recommend the Board approve this structure.

PREPARED BY: Daniel Gibble, Executive Director

BOARD ACTION:

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: July 26, 2016

STAFF RECOMMENDATION

AGENDA ITEM: FINAL STEP IN ADA TRANSITION PLAN:
Recommend Approval

BACKGROUND INFORMATION: As part of GOAL 8 of our Short-Term Plan we initiated work on our ADA Transition Plan. This is a managed solution to addressing all of the deficiencies identified by the Independent Audit by RAC, Inc. In the first year of the plan—2013—we focused on all the Plumbing and Carpentry Work. That work was completed. In 2014 we focused on paving. Due to the extended winter, and, more significantly, the ground covered by snow, engineers were not able to get out early, therefore, we were about six weeks behind on that process last year. However, we are now complete except for the accessible trail to Chief Black Partridge Park where the City would not allow us to bring a trail over their property to the park unless it was paved like a sidewalk. We planned to use screenings—which is an ADA accessible surface material and used by the park district in many accessible trail applications.

The work in 2015 involved a small group of miscellaneous “safety” matters involving alarms and emergency devices.

Additionally, it should be noted that YEAR 5 of the Transition Plan called for nearly \$68,000 worth of work that would have been done at our current community center should we have stayed in that building. We put that in YEAR 5, as we knew we were working toward a new facility and did not want to invest those dollars should we move out of our Fair Street location.

Last year I reminded you that we will face a decision in 2016, on whether to spend nearly \$60,000 on ADA Accessibility Costs at our outdoor pool.

THAT DAY HAS COME, BUT THE ESTIMATE IS NOW CLOSER TO \$200,000 for that work.

In order to proceed, I need authorization from the Board to enter into a contract for \$21,000 plus a maximum of \$3,000 for incidental costs with Williams Associates to do the specification and bidding of this work. Why Williams? The firm we have worked with on ADA specifications in the past has been absorbed by Williams, and the Architect with which we prefer to work has been taken onto their staff. Andy Dogan will continue to serve us. He is familiar with our facilities and the pool, and works creatively and efficiently to keep costs down.

A caveat is important to point out, here. In working with Andy to find creative ways to keep these ADA costs under the initial estimate of \$275,000 we plan to petition the Illinois Department of Public Health (IDPH) to lower our allowed bather-load/capacity from 433 to 300. IN working with Lisa Metcalf, we have found that our attendance rarely reaches 300.

Why do this?

If we “renovated” to accommodate ADA at our current IDPH Capacity of 433, we would have to actually expand the bath house, knock out walls, and add new square footage—really driving up the cost of work to meet ADA. By petitioning for a lower bather capacity, we can modify the space to meet ADA, AND stay within our four walls—keeping the costs closer to \$150,000.

FISCAL IMPACT: It is estimated that the work for the ADA Items will be up to \$175,000—but for now I am just asking for approval of professional fees to get specifications and bid documents out on the street to find out what it will cost. The Board would approves those bids once they come in. For now, the fiscal impact for professional fees is just \$24,000.

STAFF RECOMMENDATION: I recommend approval of up to \$24,000 for professional fees to Williams Associates.

PREPARED BY: Daniel Gible, Executive Director



EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: July 26, 2016

STAFF RECOMMENDATION

**AGENDA ITEM: TRAIL STUDY FOR LEON LARSON PARK
AREA: Recommend Approval**

BACKGROUND INFORMATION: Last month I shared with the Board a copy of the Phase I ESA—required by our liability insurance carrier prior to any land acquisition—which found no significant concerns. The Board authorized that study for about \$2,500 prior to moving to the next step which is a \$17,000 site survey and assessment of best possible routes for a connecting path from the Brickville to Leon Larson trail, north to Freed Road. A map is attached that designates the area that will be surveyed and assessed for viability of a trail corridor.

FISCAL IMPACT: \$17,000 will have to come from our \$30,000 Contingency Fund in the Capital Budget.

STAFF RECOMMENDATION: I recommend the Board authorize the Executive Director to enter into a contract with ERA to conduct the survey and assessment for \$17,000 for professional fees to Engineering Resource Associates, and up to \$1,500 of reimbursable expenses.

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



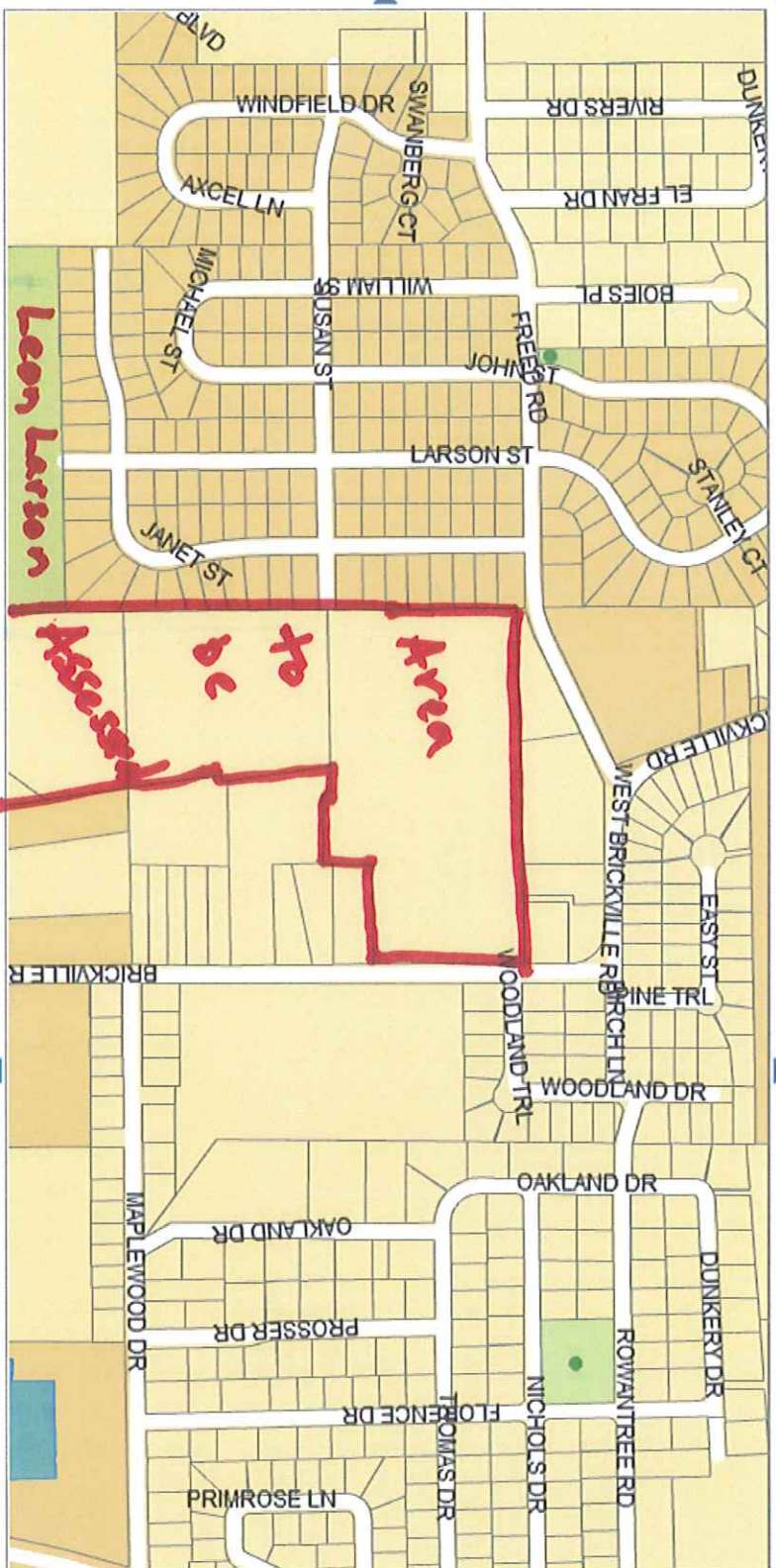
BOARD ACTION:



Navigation toolbar with icons for zoom, pan, and other GIS functions.

Legend section with a title and a list of map layers.

- Addresses
- BaseMap
- Census Blocks
- County Board Districts
- Enterprise Zone
- Fiber
- MPO (Metro Area)
- Parcels
- Pedal Pal
- Political Areas
- Polling Locations
- Precincts
- Road Surface Types
- Safe Zones
- Sex Offender Info
- Soils
- Subdivisions
- Trails
- Wards
- Zip Codes
- Aerials



Scale 1 : 7805



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

December 11, 2015

Mr. Daniel Gibble, Executive Director

Mr. Daniel Gibble, Executive Director

Sycamore Park District

940 E. State Street

Sycamore, Illinois 60178

SUBJECT: Land Surveying and Trail Assessment Services
1435 Brickville Road 40-acre Parcel
Sycamore, Illinois

Dear Dan:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for land surveying and trail assessment services for three parcels located in the approximate limits of Brickville Road, Freed Road, Janet Street and Leon Larson Park. The three pin numbers include:

0629176017

0629176002

0629300004

The District desires to obtain a topographic and boundary survey of an approximately 40-acre three parcel property that currently consists of a farm estate, crop fields, tree lines, wooded areas and open water areas. The District has access to a title commitment to the property and a copy is available for our use.

The District intends to install a trail through the property to connect the existing trail in Leon Larson Park near the Kishwaukee River to the residential area by Freed Road. Therefore, the district desires to have a trail route assessment completed in order to determine potential routes for the connection trail.

Scope of Services

ERA will provide land surveying services for the project according the following work plan:

1. Boundary Survey and Topographic Plan of Existing Conditions - This task includes the work required to prepare a plan of topography for the subject parcel, onto adjacent properties and within the public right-of-way including the following elements:
 - 1.1. The work required to prepare boundary survey based upon the legal description within a current copy of the title commitment provided by the land owners for each individual parcel. Horizontal information for observed physical features within the

Warrenville

3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

Chicago

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

Champaign

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

- property boundary and the adjacent right of way will be shown.
- 1.2. The topographic survey will extend 25 feet beyond the property limits onto adjacent properties.
 - 1.3. Topographic information along Brickville Road adjacent to the surveyed parcels.
 - 1.4. Contours and the datum of the elevations (topography survey) with spot elevation in paved areas and areas indicating drainage features such as swales, ditches, berms, etc.
 - 1.5. Identify and show, if possible, setback, heights and floor space area restrictions of record or disclosed by applicable zoning or building codes, if none then so state.
 - 1.6. Adjacent building location and foundation elevations.
 - 1.7. Location trees that stand alone noting trunk diameter (6" minimum diameter) and all parkway trees.
 - 1.8. Location of utilities. Observed evidence including JULIE or locate markings performed by others together with plans and marking provided by client, utility companies, and other appropriate sources (with reference as to the source of information).
- 2.0 Trail Assessment – Review the site and best available information to review potential bike trail alignments for a connector trail north of the existing trail at Leon Larson Park.
- 2.1 Visit project site to observe physical conditions, identify potential obstructions and document locations of various site conditions influential in determining options for installing a bike trail.
 - 2.2 Prepare a summary report of findings outlining the observations and findings in accessing the potential location for a proposed bike trail. Report shall include budgetary costs and illustrate alignment through the use of aerial photography and the preparation of exhibits. Documents will be prepared in hard copy and electronic format and submitted to the Park District as a draft and a final report.

SCHEDULE

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. Conditions shall be satisfactory to complete the survey without snow cover, leaves on trees or planted crops. The work is anticipated to be completed on or before April 15, 2016. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

FEES

The base services described above in this proposal are proposed on lump sum basis unless specifically described as hourly work which is then performed in accordance with the attached schedule of hourly rates (Exhibit 1). The fee schedule for land surveying and trail assessment services is as follows:



Topographic and Boundary Survey	\$ 14,000
Trail Assessment Report and Exhibits	<u>\$ 3,000</u>
Total Fee:	\$ 17,000

Direct costs such as mileage, printing and shipping expenses will be billed at cost and no additional mark-up will be charged. Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached schedule of hourly rates (Exhibit 2).

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed will serve as authorization to continue with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for engineering services. If you have any questions, please contact me at 630.393.3060x21 or jmayer@eraconsultants.com.

Respectfully submitted,
ENGINEERING RESOURCE ASSOCIATES, INC.



John F. Mayer
Principal




Exhibit 1

Acceptance & Authorization Form – December 11, 2015 Proposal
1435 Brickville Road 40-acre Parcel

Engineering Resource Associates, Inc.

Sycamore Park District



Authorized Signature
John F. Mayer, P.E., C.F.M., Project Manager
Printed Name and Title

Authorized Signature
Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f

Date

Signature of this document is acknowledgement of the General Terms and Conditions.

Please Provide Contact Information:

Mailing Address:
(please provide street address for UPS
deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:

Email USPS Mail Email & USPS Mail

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above)



Exhibit 2

ENGINEERING RESOURCE ASSOCIATES, INC.**STANDARD CHARGES FOR PROFESSIONAL SERVICES
December 1, 2015 through April, 2016**

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$206.00
Professional Engineer V	\$200.00
Professional Engineer IV	\$163.00
Professional Engineer III	\$128.00
Professional Engineer II	\$117.00
Professional Engineer I	\$94.00
Structural Engineer VI	\$206.00
Structural Engineer III	\$105.00
Staff Engineer III	\$93.00
Staff Engineer II	\$83.00
Staff Engineer I	\$75.00
Engineering Intern II	\$36.00
Engineering Intern I	\$33.00
Engineering Technician V	\$103.00
Engineering Technician IV	\$89.00
Engineering Technician III	\$72.00
Engineering Technician II	\$47.00
Engineering Technician I	\$25.00
Environmental Director	\$184.00
Environmental Specialist III	\$93.00
Environmental Specialist II	\$89.00
Environmental Specialist I	\$75.00
Professional Surveyor II	\$152.00
Professional Surveyor I	\$125.00
Surveyor IV	\$79.00
Surveyor III	\$65.00
Surveyor II	\$56.00
Surveyor I	\$39.00
Administrative Director	\$134.00
Administrative Staff IV	\$78.00
Administrative Staff III	\$71.00
Administrative Staff II	\$61.00
Administrative Staff I	\$54.00

DIRECT COSTS

Direct Costs will be billed at their actual rate incurred plus zero (0%) percent mark up



Engineering Resource Associates, Inc.**GENERAL TERMS AND CONDITIONS**

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.

5. **RESPONSIBILITY OF THE ENGINEER:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.



In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. INFORMATION PROVIDED BY OTHERS: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

8. CHANGES: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

9. DOCUMENTS DELIVERED TO CLIENT: Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any



way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. REUSE OF DOCUMENTS: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. FORCE MAJEURE: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

12. RELATIONSHIP BETWEEN ENGINEER AND CLIENT: Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

13. SUSPENSION OF SERVICES: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

14. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

15. SUCCESSORS AND ASSIGNS: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. ENTIRE UNDERSTANDING OF AGREEMENT: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. AMENDMENT: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or



settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

19. INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. LIMIT OF LIABILITY: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. 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.

21. NOTICES: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

22. ACCESS AND PERMITS: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

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

24. OPINIONS OF PROBABLE COST: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall



employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

25. CONSTRUCTION OBSERVATION CLAUSE: When construction observation tasks are part of the service to be performed by the Engineer under this Contract, the Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

26. SEVERABILITY OF INVALID PROVISIONS: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

27. HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer 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 Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

28. RIGHT OF ENTRY: Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. SAMPLES: Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

End of General Terms and Conditions





SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: July 26, 2016

STAFF RECOMMENDATION

AGENDA ITEM: AUTHORIZATION TO NEGOTIATE WITH LIQUID ASSET MANAGEMENT FIRMS: Recommend Approval

BACKGROUND INFORMATION: As we come closer to making our first, big “dive” into the SEVEN MAJOR PROJECTS OF ACTION 2020 there will be two major factors we will have to manage other than the construction of those projects:

- The Bonds and their issuance/payment/retirement.
- The Cash-On-Hand in its peaks and valleys.

Generally speaking:

- A. We issue bonds and a lot of cash comes in at once.
- B. We spend money on the ACTION 2020 Projects over time—not all at once.
- C. THEREFORE, there are times where a lot of money is on hand and times where cash will be lean as we make payments.

To manage these conditions to the advantage of our budget and on behalf of our taxpayers, it behooves us to maximize earnings on any cash to contribute to accomplishing the Critical Success Factors of Action 2020.

The result:

1. We use Bond Counsel for the issuance of bonds: Speer Financial
2. We should be using Investment Counsel to maximize earnings in the three to five-year period where more cash will be flowing than in normal operating years.

Previously you have heard a presentation from PFM. They are a highly recommended Investment Counsel for Park Districts and Forest Preserve Districts in Illinois. You have also heard from American Deposit Management based in Wisconsin. It is clear that they both understand:

- The limitations of the tools and instruments we can use to earn interest on cash.
- The investment market and have built a strong relationship with banks and other investors who are looking to hold our funds in a way that maximizes our earnings.
- The time it takes to do this—which our staff do not have.

- The reporting/paperwork requirements that are more extensive than our staff can address or handle.

Today, I ask you to consider authorizing the Executive Director to meet further with both these firms, along with our Treasurer, Jackie Hienbuecher, to conduct some follow-up Q&A, information gathering, and assessment of the two firms to bring back a recommendation to the Board as to which firm we should work with. Our assessment will focus on determining which firm we feel will:

- Maximize net earnings for the park district on our cash-flow.
- Do that safely within the law.
- Provide support structure and reporting to assure:
 - Ease of operation for staff
 - Ease of bill-paying on projects
 - Ease of providing legal documents and reports mandated for local government.

FISCAL IMPACT: This can be the difference between earning about 20,000 a year by investing in a simpler, but lower interest market and professionally managing to generate \$60,000 to \$80,00 a year. \$60,000 more a year for us to work with is worth making a commitment to for professional services.

STAFF RECOMMENDATION: Recommend discussion.

PREPARED BY: Daniel Gibble, Executive Director



BOARD ACTION:

TO: Sycamore Park District Board of Commissioners

FROM: Daniel Gibble, Executive Director

DATE: July 26, 2016

SUBJECT: Bond Issue Sale Discussion

Prior to this agenda item the Board has taken action on:

- Hiring a Construction Management Firm
- Beginning the process to hire an Asset Management Firm

In order for Jackie and I to plan for these expenses, and to create an accurate and most productive return on our asset management, AND

In order to allow us to better plan the legal steps and documents to take action and know the timing of our cash flow, it is crucial that the Board make some key decisions this evening regarding our Bond Issue(s).

Formal action on the precise bond documents, and ordinances will come later, and can act as a stopgap measure the change direction if you later choose to. **HOWEVER, AT THIS TIME, I DO NEED A VOTE AS TO THE DIRECTION YOU WISH STAFF TO WORK TOWARD SO WE CAN PROCEED WITH THE WORK/ACTIONS NECESSARY TO LATER BRING THOSE ITEMS TO THE BOARD FOR ACTION.**

To aide in that discussion, I am attaching to this memo some spreadsheets that show the financial implications of the key options for you to review prior to the meeting. You did get these last month, as well, so use these new spreadsheets, but look at all the other items I gave you last month, as well.

BACKGROUND:

THE CORE OF THE ISSUE IS TIMING:

- Do we issue bonds all at once?
- Do we split the issue and have two bond issues—one in 2017 and the other in 2018.

THE SUBTEXT OF THIS ISSUE IS DOLLAR AMOUNT:

- One (1) issue of \$9 million
- Two (2) issues of \$5 million each, or one (1) of \$5 million and one (1) of \$4 million

In a prior meeting we moved toward the two issues, but were still on the fence about \$9 million versus \$10 million.

IF WE WANT TO STAY WITH One (1) issue at \$9 million, WE HAVE TO DO NOTHING AT THIS TIME. We will then issue a single bond for \$9 million in late spring 2017.

IF WE WANT TO DO Two (2) issues (totaling 9 or 10 million, either way) WE NEED TO APPROVE THE ATTACHED ORDINANCE AT THE AUGUST REGULAR MEETING and HOLD A BINA HEARING 30 Days later in September.

THEN, IF WE WANT TO MOVE TO \$10 million THE BOARD WILL NEED TO APPROVE THE AMOUNT OF \$5 million FOR EACH SEPARATE BOND ISSUE, and give that indication to Staff at this meeting.

ISSUES:

SO, besides the actions referenced, above, why does any of this matter now?

- If the Board changes, we run the risk of plans being changed/derailed.
- Some decisions, now, will help us this Fall to make key decisions about size of projects in lieu of fundraising success, as those projects will go out to bid late this year or early next year—**knowing our financial “will”, now, is essential.**

RECOMMENDATION:

FIRST, I recommend a total of \$10 million be issued in bonds.

- We can issue in 25 year or 20 year terms: Either way our 20-year cash flow will be positive. The 25-year term would “buy us” some room in cash flow and our longer-term capital needs for the equipment replacement schedule and our capital asset schedule.
- The \$10 million gives us room to work with IF our Leaf a Legacy campaign falls short.
- If the construction market inflates, it gives us room to avoid further cuts in our facility designs.

SECOND, I recommend two (2) issues. The first would be on May 23, 2017 for \$5 million, and the second in May of 2018 for \$5 million.

THIRD, In discussing these matters with Board President, Ted Strack, I have come to be comfortable with recommending that we pay these issues back over a 25 year horizon rather than 20 years. All of the improvements that these dollars will pay for are going to have a life expectancy greater than 25 years. If that were not the case, I would be less comfortable recommending this.

VISION 20/20 Cash Flow: 25 Year Payback Reviewed June 2016 - WITH FULLY FUNDED SOCCER - OR - FULL GYM

<u>REVENUE SOURCE</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Current Sources	\$140,000	\$130,000	\$120,000	\$110,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Grant Dollars - Trails	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant Dollars - Sports Complex	\$0	\$0		\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADA Dollars *	\$54,000	\$18,612	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735
Cash from Prior Year	\$200,000	\$860,500	\$950,612	\$1,893,817	\$1,828,487	\$629,652	\$315,817	\$246,982	\$153,147	\$59,312	-\$34,523	-\$43,358	\$134,807	\$312,972
Fundraising Dollars	\$35,000	\$0	\$200,000	\$400,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Issue	\$0	\$0	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds from Debt Retirement	\$0	\$0	\$15,000	\$30,000	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$100,000	\$287,000	\$287,000	\$287,000
Interest	\$0	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Lease Payment Savings/Fair St.	\$35,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
New Sources *	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>
Total Cash Sources	\$1,109,000	\$1,724,112	\$7,083,847	\$8,632,052	\$3,136,722	\$1,542,887	\$1,254,052	\$1,160,217	\$1,066,382	\$972,547	\$963,712	\$1,141,877	\$1,320,042	\$1,498,207
<u>EXPENSES</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Land Purchase Repayment	\$13,500	\$463,500	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park and Open Space Projects:	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAILS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Fees	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land/Easements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0		\$120,000		\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPORTS COMPLEX:														
Professional Fees	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0		\$2,000,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GOLF IRRIGATION:														
Professional Fees	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Focused Site:														
Professional Fees	\$0	\$280,000	\$320,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SLED HILL:														
Construction	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPLASHPAD:														
Construction	\$0	\$0	\$300,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DOG PARK:														
Construction	\$0	\$0	\$140,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMUNITY CENTER:														
Site Development	\$0	\$0	\$600,000	\$320,000										
Landscaping/FF&E	\$0	\$0	\$300,000	\$200,000										
Construction	\$0	\$0	\$3,200,000	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Dollars:	\$0	\$30,000	\$50,000	\$175,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Bond Repayment: **	\$0	\$0	\$160,030	\$488,565	\$657,070	\$657,070	\$657,070	\$657,070	\$657,070	\$657,070	\$657,070	\$657,070	\$657,070	\$657,070
Total Expenses	\$248,500	\$773,500	\$5,190,030	\$6,803,565	\$2,507,070	\$1,227,070	\$1,007,070	\$1,007,070	\$1,007,070	\$1,007,070	\$1,007,070	\$1,007,070	\$1,007,070	\$1,007,070
NET	\$860,500	\$950,612	\$1,893,817	\$1,828,487	\$629,652	\$315,817	\$246,982	\$153,147	\$59,312	-\$34,523	-\$43,358	\$134,807	\$312,972	\$491,137

* Assumes NO Growth in EAV

** Assumes 4% on \$5 million, THEN 4.5% on \$5 million

Note: Reduced Size Gym is currently shown in this budget with fully funded soccer complex. If larger gym is chosen, then funds would be reduced in Soccer and added to Community Center

VISION 20/20 Cash Flow: 25 Year Pay Reviewed June 2016 - W/FUNDS IN "OUT YEARS" CAPT. ASSETS/EQUPT. REPLACEMENT: Updated 6/28/16

<u>REVENUE SOURCE</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Current Sources	\$140,000	\$130,000	\$120,000	\$110,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Grant Dollars - Trails	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant Dollars - Sports Complex	\$0	\$0		\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADA Dollars *	\$54,000	\$18,612	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735
Cash from Prior Year	\$200,000	\$860,500	\$950,612	\$1,901,847	\$1,861,082	\$845,317	\$564,552	\$528,787	\$468,022	\$407,257	\$346,492	\$370,727	\$581,962	\$793,197
Fundraising Dollars	\$35,000	\$0	\$200,000	\$400,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Issue	\$0	\$0	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds from Debt Retirement	\$0	\$0	\$15,000	\$30,000	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$100,000	\$287,000	\$287,000	\$287,000
Interest	\$0	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Lease Payment Savings/Fair St.	\$35,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
New Sources *	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>
Total Cash Sources	\$1,109,000	\$1,724,112	\$7,083,847	\$8,640,082	\$3,169,317	\$1,758,552	\$1,502,787	\$1,442,022	\$1,381,257	\$1,320,492	\$1,344,727	\$1,555,962	\$1,767,197	\$1,978,432
EXPENSES	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Land Purchase Repayment	\$13,500	\$463,500	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park and Open Space Projects:	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAILS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Fees	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land/Easements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0		\$120,000		\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPORTS COMPLEX:														
Professional Fees	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0		\$2,000,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GOLF IRRIGATION:														
Professional Fees	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Focused Site:														
Professional Fees	\$0	\$280,000	\$320,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SLED HILL:														
Construction	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPLASHPAD:														
Construction	\$0	\$0	\$300,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DOG PARK:														
Construction	\$0	\$0	\$140,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMUNITY CENTER:														
Site Development	\$0	\$0	\$600,000	\$320,000										
Landscaping/FF&E	\$0	\$0	\$300,000	\$200,000										
Construction	\$0	\$0	\$3,200,000	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Dollars:	\$0	\$30,000	\$50,000	\$175,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Bond Repayment: **	\$0	\$0	\$152,000	\$464,000	\$624,000	\$624,000	\$624,000	\$624,000	\$624,000	\$624,000	\$624,000	\$624,000	\$624,000	\$624,000
Total Expenses	\$248,500	\$773,500	\$5,182,000	\$6,779,000	\$2,324,000	\$1,194,000	\$974,000	\$974,000	\$974,000	\$974,000	\$974,000	\$974,000	\$974,000	\$974,000
NET	\$860,500	\$950,612	\$1,901,847	\$1,861,082	\$845,317	\$564,552	\$528,787	\$468,022	\$407,257	\$346,492	\$370,727	\$581,962	\$793,197	\$1,004,432

* Assumes NO Growth in EAV

** Assumes 4% on \$5 million, THEN 4.5% on \$5 million

Note: Reduced Size Gym

VISION 20/20 Cash Flow: 20 Year Payback Reviewed June 2016 - Updated June 28 2016

<u>REVENUE SOURCE</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Current Sources	\$140,000	\$130,000	\$120,000	\$110,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Grant Dollars - Trails	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant Dollars - Sports Complex	\$0	\$0		\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADA Dollars *	\$54,000	\$18,612	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735	\$75,735
Cash from Prior Year	\$200,000	\$860,500	\$950,612	\$1,778,847	\$1,977,082	\$885,317	\$528,552	\$416,787	\$280,022	\$143,257	\$6,492	-\$45,273	\$89,962	\$225,197
Fundraising Dollars	\$35,000	\$0	\$200,000	\$400,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Issue	\$0	\$0	\$5,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds from Debt Retirement	\$0	\$0	\$15,000	\$30,000	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$100,000	\$287,000	\$287,000	\$287,000
Interest	\$0	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Lease Payment Savings/Fair St.	\$35,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
New Sources *	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$645,000</u>
Total Cash Sources	\$1,109,000	\$1,724,112	\$7,083,847	\$8,517,082	\$3,285,317	\$1,798,552	\$1,466,787	\$1,330,022	\$1,193,257	\$1,056,492	\$1,004,727	\$1,139,962	\$1,275,197	\$1,410,432
EXPENSES	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Land Purchase Repayment	\$13,500	\$463,500	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park and Open Space Projects:	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAILS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Fees	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land/Easements	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0		\$120,000		\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPORTS COMPLEX:														
Professional Fees	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0		\$1,750,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GOLF IRRIGATION:														
Professional Fees	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Focused Site:														
Professional Fees	\$0	\$280,000	\$320,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SLED HILL:														
Construction	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPLASHPAD:														
Construction	\$0	\$0	\$300,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DOG PARK:														
Construction	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMUNITY CENTER:														
Site Development	\$0	\$0	\$600,000	\$320,000										
Landscaping/FF&E	\$0	\$0	\$300,000	\$200,000										
Construction	\$0	\$0	\$3,200,000	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Dollars:	\$0	\$30,000	\$50,000	\$175,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Bond Repayment: **	\$0	\$0	\$175,000	\$525,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
Total Expenses	\$248,500	\$773,500	\$5,305,000	\$6,540,000	\$2,400,000	\$1,270,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000
NET	\$860,500	\$950,612	\$1,778,847	\$1,977,082	\$885,317	\$528,552	\$416,787	\$280,022	\$143,257	\$6,492	-\$45,273	\$89,962	\$225,197	\$360,432

* Assumes NO Growth in EAV

** Assumes 4% on \$5 million, THEN 4.5% on \$5 million

Note: Reduced Size Gym

SYCAMORE PARK DISTRICT**Board of Commissioners****Date of Board Meeting: July 26, 2016****STAFF RECOMMENDATION****AGENDA ITEM: FOOTWEAR POLICY: Recommend Approval**

BACKGROUND INFORMATION: As part of our annual Loss Control Review with our Risk Management/Liability Insurance Provider—Park District Risk Management Association (PDRMA)—we are taking some positive action toward making our workplace safer. To do that, we are being asked to adopt some policies that directly impact our employees.

THEREFORE, we want to have the Board take action on them before we integrate them into the Personnel Policy.

One of those policies we wish to bring to your attention is the Footwear Policy.

See the attached policy for review.

If this is approved, this will be integrated into the Personnel Policy. We will do a “cover-to-cover” review of the Personnel Policy with the Board in September or October where you will see this item integrated.

FISCAL IMPACT: None at this time.

STAFF RECOMMENDATION: Recommend discussion.

PREPARED BY: Daniel Gible, Executive Director



BOARD ACTION:

Recreation Staff Footwear Policy

This policy applies to all full-time, part-time, volunteer and seasonal recreation staff employees as well as volunteers who work for the district.

Supervisors will be responsible for communicating this policy to employees and reinforcing the policy while observing day-to-day operations. However, that does not remove the expectation of the District that the employee must comply with the policy. Any exceptions to this policy shall be in writing and approved by the safety committee and executive director.

T pes of Foot e r

Definitions:

A “shoe” is an item of footwear intended to protect the human foot and provide stability to the employee. Shoes must be “closed toe”, cover the entire foot, and properly fitted. Bare feet, flip flops, clogs, sandals and other similar open-toe footwear are not included in this definition.

As defined by this policy, shoes are required in the course of your daily job duties as well as during training activities or drills. They should be considered part of your uniform requirement.

Required Shoes as Footwear

Areas where shoes will be required as footwear include the following job classifications and work areas:

- Camp Counselors and Supervisors
- Recreation Program and Sports Instructors/Professionals, except Aquatics
- Van and Bus Drivers
- Food and Beverage Service Staff
- Sled Hill Staff
- Maintenance Staff*
- Staff involved with lifting or transferring patrons
- Staff involved in loading or unloading wheel chairs from vehicles

*Maintenance tasks involving chemicals may require special footwear. In addition, some maintenance tasks may require steel toe shoes. An employee’s supervisor is authorized by this policy to require specific position to have special footwear requirements as called for by the position.

Footwear for Aquatics

Pool staff are only required to wear closed toe shoes when carrying heavy equipment or working with chemicals. Only the Pool Manager and Assistant Managers are allowed in the chemical room. Anytime the appropriate staff has to enter the chemical room, for any reason, they must be wearing closed toe shoes.

Note Medical reasons to waive these requirements must be supported by a doctor’s certificate and presented to the Executive Director. A review of the doctor’s documentation and determination of potential alternatives will then be considered.

NOTICE OF RECREATION FOOT EAR POLIC RECEIPT

This policy has been established to minimize the potential for injury to you and to provide a safe and healthful workplace for all employees, volunteers and participants. Your participation is essential to the success of our safety and health program, and is a condition of your employment. Failure to abide by the policy can result in potential discipline and/or termination. Should you have any questions, consult your supervisor for assistance.

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Print Your Name: _____

Your Signature: _____ **Date:** _____

SYCAMORE PARK DISTRICT**Board of Commissioners****Date of Board Meeting: July 26, 2016****STAFF RECOMMENDATION****AGENDA ITEM: HOUSEKEEPING POLICY: Recommend Approval**

BACKGROUND INFORMATION: As part of our annual Loss Control Review with our Risk Management/Liability Insurance Provider—Park District Risk Management Association (PDRMA)—we are taking some positive action toward making our workplace safer. To do that, we are being asked to adopt some policies that directly impact our employees.

THEREFORE, we want to have the Board take action on them before we integrate them into the Personnel Policy.

One of those policies we wish to bring to your attention is the Housekeeping Policy.

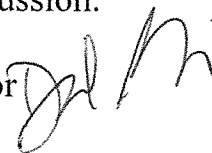
See the attached policy for review.

If this is approved, this will be integrated into the Personnel Policy. We will do a “cover-to-cover” review of the Personnel Policy with the Board in September or October where you will see this item integrated.

FISCAL IMPACT: None at this time.

STAFF RECOMMENDATION: Recommend discussion.

PREPARED BY: Daniel Gibble, Executive Director



BOARD ACTION:

Maintenance Facilities Housekeeping Policy

Poor housekeeping within maintenance facilities can increase the risk of injury. To reduce or eliminate the risk of injury, all staff will follow the provisions of the agencies Good Housekeeping Policy.

Good housekeeping is possibly the most visible evidence of management and employee concern for safety and health that this agency displays on a day-to-day basis. Orderliness in the workplace contributes to a safe working environment by minimizing obstacles and potential safety and health threats such as spills, trip hazards, etc.

The purpose of a written housekeeping policy is to set standard procedures for daily, weekly, monthly and even annual clean-up procedures. Setting such standard procedures saves money by streamlining area maintenance and providing an ongoing effort that keeps disorder from getting out of control or posing a safety hazard to staff.

The written procedures for basic/general housekeeping and housekeeping standards at this agency help to ensure a safe work environment at all times in all areas.

This policy applies to all full-time, part-time and seasonal employees in all agency maintenance facilities.

Supervisors will be responsible for communicating this policy to employees and reinforcing the policy while observing day-to-day operations. However, that does not remove the expectation of the District that the employee must comply with the policy. Any exceptions to this policy shall be in writing and approved by the safety committee and executive director.

See your supervisor or the Safety Coordinator for specific training on these matters, and questions.

NOTICE OF HOUSE KEEPING POLICY RECEIPT

This policy has been established to minimize the potential for injury to you and to provide a safe and healthful workplace for all employees, volunteers and participants. Your participation is essential to the success of our safety and health program, and is a condition of your employment. Failure to abide by the policy can result in potential discipline and/or termination. Should you have any questions, consult your supervisor for assistance.

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Print Your Name: _____

Your Signature: _____ **Date:** _____

Procedure

Agency Responsibilities

- Perform an assessment of needs and then maintain adequate areas for storage of tools, equipment and materials
- Provide the tools needed to perform the job of keeping floors clean. (brooms, mops, buckets, wet floor signs, trash cans, etc.)
- Provide for spill control procedures and materials to perform the spill control job
- Provide for scheduled waste pick up and removal
- Perform regular building and equipment maintenance as scheduled
- Install and maintain appropriate lighting for all work areas
- Paint lines in areas to designate proper storage areas of equipment
- Paint edges or changes of grade with yellow “caution” paint
- Consider mounting air hoses and electrical services overhead rather than from side locations
- Organize the workspace based upon operational needs

Training Tips

- Return tools and equipment to their proper place when not in use
- Clean up spills when they occur
- Secure area and post warnings until spills or other hazards are cleaned up
- Wear appropriate footwear for the job being done
- Dispose of waste in appropriate containers
- Do not carry loads that will block your view

Examples of slip, trip and fall hazards



Examples of slip, trip and fall hazards



Materials and tools in the walkway

Examples of good housekeeping practices



Panel board for hanging tools



Hoses and cords off the floor



Clearance for walking around equipment



Orderly storage of equipment

SYCAMORE PARK DISTRICT**Board of Commissioners****Date of Board Meeting: July 26, 2016****STAFF RECOMMENDATION**

AGENDA ITEM: SUPPORT FOR PATH CONNECTION ON WEST SIDE OF THE FARM BUREAU BUILDING IN SYCAMORE: Recommended Approval

BACKGROUND INFORMATION: An organization by the name of Live Healthy DeKalb County is working on completing a trail connection on the east side of Peace Road that lies, in part, on the west side of the DeKalb County Farm Bureau property. At the current time the trail dead ends at the beginning of the Sycamore Prairie Business Park on which the Farm Bureau sits.

Live Healthy DeKalb County has obtained the cooperation of the Sycamore Prairie Business Park to extend the trail on the east side Peace Road over the western edge of a vacant industrial parcel that sits north of the DeKalb County Farm Bureau property. They are also working with the City of Sycamore to extend the path to Bethany Road along the west side of the DeKalb County Farm Bureau property. The path will sit within an easement that the City of Sycamore has for a sidewalk/trail.

Ted Strack is requesting that the Sycamore Park District show support for this trail connection by making a \$1,000 donation to the project. The City of Sycamore has already committed work in kind in excess of this amount. Ted will be contacting the DeKalb Park District, Sycamore School District, DeKalb School District, and City of DeKalb to solicit similar support in an effort to promote collaborative efforts such as this.

FISCAL IMPACT: The fiscal impact would be a \$1,000 reduction in the Park District's capital contingency fund.

STAFF RECOMMENDATION: Recommend approval of a \$1,000 donation to Live Healthy DeKalb County to help fund the completion of this trail connection.

PREPARED BY: Ted Strack, Board President

BOARD ACTION:

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: July 26, 2016

STAFF RECOMMENDATION

AGENDA ITEM: ANNEXATION ORDINANCE: Recommend Approval

BACKGROUND INFORMATION: A year ago, as I continued to work on cleaning up land issues—a goal the Board had given me from day 1—I discovered in some files a City Annexation Ordinance for land off of Brickville Road and north of Peace Road. It was annexed in 2009 by the City for what was to be known as Villagio Estates, but now sits idle due to the housing market collapse at that same time. I could not find any ordinance the park district had filed to annex that land, as well.

By law, if the City Annexes land, the park district can annex it, as well, but we must file our own ordinance, with the City’s annexation ordinance as the supporting document filed with the park district’s ordinance. In other words, the City must act first, and inform us of that annexation so we can exercise our right to annex.

Therefore, after finding this problem with Villagio Estates’ annexation, I brought the Board an annexation ordinance for approval last year, which passed. It was filed with the county.

NOW, FAST FORWARD TO EARLY THIS YEAR

Jackie Hienbuecher was searching on line and happened across a number of parcels in Sycamore Prairie Business Park that had been annexed by the City of Sycamore, but not the park district—some of those also in 2009, and others more recently.

At that time, I had our Legal Counsel begin investigating why and how this happened. In the next Agenda Item after this one, we will clear up two of those matters that were handled appropriately by the park district, but not by the County.

HOWEVER, there are a number of parcels unrelated to that matter that we will begin to “clean up” over the next few months. In other words, I will bring you ordinances over the next few Regular Meetings separate ordinances that address

those which the park district did not “act upon” at the time we should have in order to get those sites on the park district tax rolls.

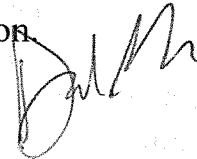
The first one, tonight, is a small parcel in Sycamore Prairie Business Park.

The Ordinance is attached.

FISCAL IMPACT: The current EAV for this property is \$150,074 which would derive \$915.45 in park district revenue.

STAFF RECOMMENDATION: Recommend discussion

PREPARED BY: Daniel Gibble, Executive Director



BOARD ACTION:

Prepared By

James D. Rock, Esq.
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061

ORDINANCE NO. 05-2016

AN ORDINANCE ANNEXING
CERTAIN TERRITORY TO THE
SYCAMORE PARK DISTRICT

WHEREAS, the President and Board of Trustees of the City of Sycamore in Ordinance No. 98.66, adopted January 18, 1999, and attached hereto as Exhibit A, annexed certain territory legally described herein (the "Territory");

WHEREAS, said Territory is not within the corporate limits of any park district, but is contiguous to the Sycamore Park District;

WHEREAS, the Park District is authorized to annex additional property within an otherwise coterminous or nearly coterminous municipality according to Section 3-10 of the Illinois Park District Code, 70 ILCS 1205/3-10;

WHEREAS, it is in the best interest of the Sycamore Park District that said Territory be annexed;

NOW THEREFORE, BE IT ORDAINED by the President and Board of Commissioners of the Sycamore Park District, DeKalb County, Illinois, as follows:

SECTION 1: That the Territory, legally described in Exhibit B, is hereby annexed to the Sycamore Park District.

SECTION 2: That the Secretary of the Sycamore Park District is hereby directed to record in the Office of the Recorder of Deeds of DeKalb County, Illinois, and to file in the office of the County Clerk of DeKalb County, Illinois, being the County in which the Territory is situated, a certified copy of this Ordinance, together with an accurate map of the Territory hereby annexed, said map being attached hereto and made a part hereof, and labeled Exhibit C.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval and when a certified copy thereof, together with an accurate map is recorded in the Office of the Recorder of Deeds of DeKalb County, and filed in the office of the County Clerk of DeKalb County; and thereupon, said territory shall be subject to the jurisdiction of the Sycamore Park District.

PASSED this _____ Day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

TED STRACK, PRESIDENT

ATTEST:

DANIEL GIBBLE
SECRETARY

EXHIBIT A

CITY OF DEKALB

DEKALB COUNTY, ILLINOIS

ORDINANCE NO. 98.66

“AN ORDINANCE OF ANNEXATION FOR PROPERTY AT THE SOUTHEAST CORNER
OF BORDEN AVENUE AND PRAIRIE DRIVE IN THE CITY OF SYCAMORE, ILLINOIS”

FILED FOR RECORD
DEKALB COUNTY, IL.

99 NOV 15 PM 1:53

18-
bpg

Sharon L. Holmes
DEKALB COUNTY RECORDER

*Keep in file
Plat Book "Z"
Page 489*

99019871

AN ORDINANCE OF ANNEXATION FOR PROPERTY
AT THE SOUTHEAST CORNER OF BORDEN AVENUE
AND PRAIRIE DRIVE TO THE CITY OF SYCAMORE, ILLINOIS

Prepared by and return to:
City of Sycamore
Nancy S. Marchiando, City Clerk
535 DeKalb Avenue
Sycamore, IL 60178

CERTIFICATION

I, Nancy Marchiando, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sycamore, County of DeKalb and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said city: and I further certify that the above and foregoing is a true and correct copy of

Ordinance No. 98.66 - An Ordinance of Annexation for property at the
southeast corner of Borden Avenue and Prairie Drive in the City of
Sycamore, Illinois.

As approved and adopted by the City Council at a regular meeting of the City Council of the City of Sycamore, held on the 18th Day of January, 19 99, which meeting was held in the Council Chambers located in the Municipal Building in the City of Sycamore, Illinois.

Witness my hand and seal this 12th day of October, A.D.,
 19 99.

Nancy S. Marchiando
 City Clerk Nancy S. Marchiando



**AN ORDINANCE OF ANNEXATION FOR PROPERTY
AT THE SOUTHEAST CORNER OF BORDEN AVENUE AND PRAIRIE DRIVE IN THE CITY
OF SYCAMORE, ILLINOIS**

ORDINANCE NO. 98. 66

NOWHEREFORE, BE IT ORDAINED by the City Council of the City of Sycamore, as follows:

WHEREAS, the City of Sycamore has determined that it is in the best interest of the City that it annex certain territory legally described on attached Exhibit "A," and

WHEREAS, Ideal Industries, Inc. has petitioned the City for annexation of said property; and

WHEREAS, legal notices regarding the intention of the City to annex said territory to all public bodies required receive said notice and the property owners have been sent notice to their common addresses; and,

WHEREAS, a regular meeting of the Sycamore Plan Commission was held and the Sycamore Plan Commission recommended 12 in favor and 0 against to annex said property into the City;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sycamore, Illinois as follows:

1. That the property legally described on attached Exhibit "A", being indicated on an accurate map of the annexed territory, which is appended to or made a part of this Ordinance, is hereby annexed to the City of Sycamore, Illinois, with the further provision that the Pre-annexation Sewer Fee of \$1,000.00 per acre (Code Section 8-4-2), the per "unit" connection fee to City's Municipal water system (code Section 8-2-2) and the City's sewer connection charges (Code Section 8-4-2), as amended from time to time, including corresponding provisions of subsequent City ordinances and regulations with respect to municipal sewer and water connection charges, be waived with respect to this annexation and Petitioner's manufacturing and warehousing facilities hereafter erected within the boundaries of the Annexation Territory.
2. That the City Clerk is hereby directed to record with the Recorder and to file with the County Clerk, a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to said Ordinance.
3. That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

99019871

Passed by the City Council of the City of Sycamore and approved by the Mayor of said City this 18th day of January, 1999.

Ayes: 7

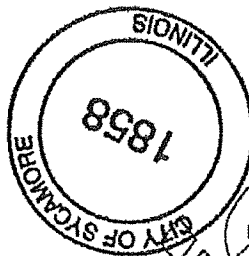
Nays: 0

One absent.

Abstain: _____

APPROVED: Jan. 18, 1999

James S. Edwards
MAYOR James S. Edwards



Attest:

Nancy S. Marchiando
Nancy S. Marchiando, City Clerk

Unofficial

Part of Section 5, Township 40 North, Range 5 East of the Third Principal Meridian, DeKalb County, Illinois described as follows: Beginning at the Northeast Corner of the Plot of Sycomore Prairie Business Park - Unit No. 2, the plot of which subdivision is recorded in Book 2 of Plats on Page 163 as Document No. 95008492 in the Recorder's Office, DeKalb County, Illinois; thence Southerly on the Easterly Line of said Plot, said line having an assumed bearing of South 0 degrees 35 minutes 10 seconds East, a distance of 33.00 feet to a point in the Southerly Right of Way Line of a public road designated Borden Avenue; thence South 73 degrees 12 minutes 59 seconds West, on the Easterly Line of said Plot, a distance of 53.10 feet; thence South 27 degrees 04 minutes 02 seconds West, on the Easterly Line of said Plot, a distance of 33.20 feet to a point in the Easterly Line of a public road designated Prairie Drive on said Plot; thence South 0 degrees 11 minutes 59 seconds East, on the Easterly Line of said Prairie Drive, a distance of 1374.21 feet to the point of curvature for a curve to the right (radius point being Westerly) having a radius of 1349.61 feet; thence Southwesterly on said curve to the intersection with its chord which bears South 15 degrees 13 minutes 46 seconds West and measures 728.12 feet; thence South 12 degrees 30 minutes 30 seconds East, on the Easterly Line of said Plot, a distance of 36.17 feet; to a point on a curve to the right (radius point being Southwesterly) having a radius of 1100.00 feet; thence Southeasterly on said curve to the intersection with its chord, which bears South 44 degrees 52 minutes 03 seconds East and measures 407.83 feet; thence North 69 degrees 55 minutes 15 seconds East, a distance of 848.02 feet to a point in the East Line of the West Half of the Southwest Quarter of said Section 5; thence Northerly on the East Line of the West Half of said Southwest Quarter, a distance of 1393.40 feet to the Northeast Corner of the West Half of said Southwest Quarter; thence Westerly on the North Line of said Southwest Quarter, a distance of 156.22 feet to a point in the curved Easterly Right of Way Line of the former Right of Way of the Chicago and Northwestern Transportation Company; thence Northeasterly on said curved Easterly Right of Way Line an arc distance of 791.57 feet to a point in the Easterly Right of Way of the former Right of Way of the Sycomore and Cortland Railroad Company; thence Northerly on said Easterly Right of Way Line, a distance of 618.92 feet to a point in the North Line of Borden Avenue in the City of Sycomore, Illinois; thence Westerly on said North Line of Borden Avenue, a distance of 122.98 feet to a point in the Westerly Right of Way Line of the former Right of Way of the Commonwealth Edison Company premises as conveyed by Deed recorded in Book 216 on Page 484 in said Recorder's Office; thence Southwesterly on said Westerly Right of Way Line, a distance of 34.04 feet, to a point in the Westerly extension of the centerline of Borden Avenue as shown on the Plat of Survey recorded in Book 6 of Plats on Page 67 in said Recorder's Office; thence Westerly on the Westerly extension of the centerline of said Borden Avenue, a distance of 1008.48 feet to the point of beginning, containing 62.22 acres, more or less.

99019871

EXHIBIT B

LEGAL DESCRIPTION

(ATTACH LEGAL DESCRIPTION)

Legal Description

PART OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF SYCAMORE PRAIRIE BUSINESS PARK – UNIT NO. 2, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS ON PAGE 163 AS DOCUMENT NO. 96008492 IN THE RECORDER'S OFFICE, DEKALB COUNTY, ILLIOIS THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID PLAT, SAID LINE HAVING AN ASSUMED BEARING OF SOUTH 0 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD DESIGNATED BORDEN AVENUE, THENCE SOUTH 73 DEGREES 12 MINUTES 59 SECONDS WEST, ON THE EASTERLY LINE OF SAID PLAT, A DISTANCE OF 53.10 FEET; THENCE SOUTH 27 DEGREES 04 MINUTES 02 SECONDS WEST, ON THE EASTERLY LINE OF SAID PALT, A DISTANCE OF 33.20 FEET TO A POINT IN THE EASTERLY LINE OF A PUBLIC ROAD DESIGNATED PRAIRIE DRIVE ON SAID PLAT; THENCE SOUHT 9 DEGREES 11 MINUTES 50 SECONDS EAST ON THE EASTERLY LINE OF SAID PRAIRIE DRIVE, A DISTANCE OF 1574.21 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT (RADIUS POINT BEING WESTERLY) HAVING A RADIUS OF 1349.61 FEET; THENCE SOUTHERWESTERLY ON SAID CURVE TO THE INTERSECTION WITH ITS CHORD WHICH BEARS SOUTH 15 DEGREES 13 MINUTES 46 SECONDS WEST AND MEASURES 718.12 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 30 SECONDS EAST, ON THE EASTERLY LINE OF SAID PLAT, A DISTANCE OF 36.17 FEET, TO A POINT ON A CURVE TO THE RIGHT RADIUS POINT BEING SOUTHWESTERLY) HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ON SAID CURVE TO THE INTERSECTION WITH ITS CHORD, WHICH BEARS SOUTH 44 DEGREES 52 MINUTES 03 SECONDS EAST AND MEASURES 407.83 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 16 SECONDS EAST, A DISTANCE OF 848.02 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHWESTERN QUARTER OF SAID SECTION 5; THENCE NORTHERLY ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1393.40 FEET IN THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 196.22 FEET TO A POINT IN THE CURVED EASTERLY RIGHT OF WAY LINE OF THE FORMER RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY; THENCE NORTHEASTERLY ON SAID CURVED EASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 791.57 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF THE FORMER RIGHT OF WAY OF THE SYCAMORE AND CORTLAND RAILROAD COMPANY, THENCE NORTHERLY ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 618.92 FEET TO A POINT IN

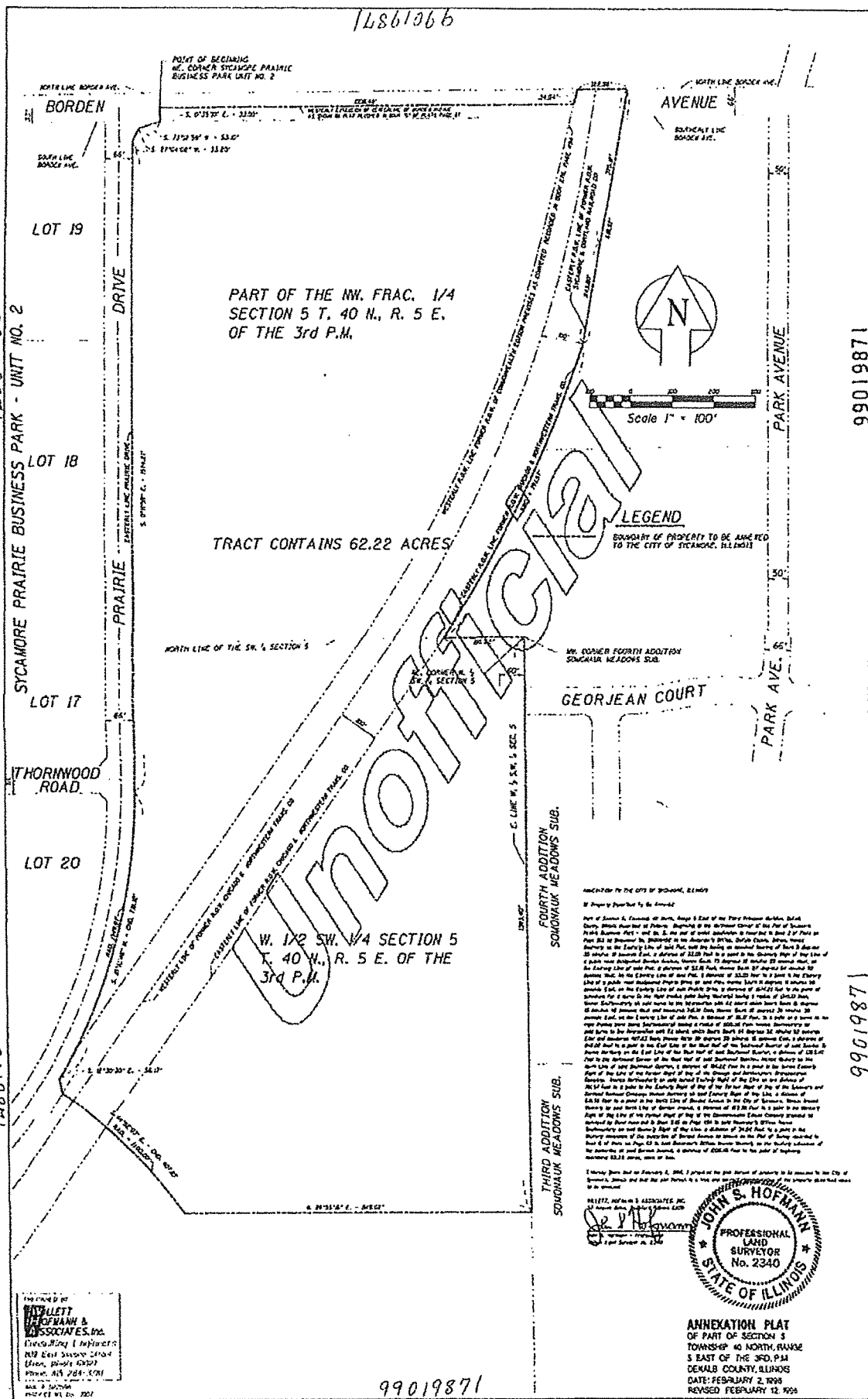
THE NORTH LINE OF BORDEN AVENUE IN THE CITY OF SYCAMORE, ILLINOIS;
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THENCE WESTERLY ON THE WESTERLY EXTENSION OF THE CENTERLINE OF
SAID BORDEN AVENUE, A DISTANCE OF 1008.48 FEET TO THE POINT OF
BEGINNING, CONTAINING 62.22 ACRES, MORE OR LESS.

EXHIBIT C

MAP OF ANNEXATION

(ATTACH MAP)

4848-5548-0372, v. 1



THE FIRM OF
JOHN S. HOFMANN & ASSOCIATES, INC.
SURVEYING ENGINEERS
183 EAST SUTTON STREET
URBANA, ILLINOIS 62901
PHONE: 218-281-3701
FAX: 218-281-3709
REGISTERED NO. 0001

99019871

STATE OF ILLINOIS }
 }
 } SS
COUNTY OF DEKALB }

SECRETARY'S CERTIFICATE

I, Daniel Gibble, the duly qualified and acting secretary of the Board of Park Commissioners of the Sycamore Park District, DeKalb County, Illinois, and the keeper of the records thereof, do hereby certify attached hereto is a true and correct ordinance entitled:

ORDINANCE NO. 05-2016

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE
SYCAMORE PARK DISTRICT

Adopted at a regular meeting of the said Board of Park Commissioners held pursuant to proper notice on the 26th day of July, 2016..

IN WITNESS THEREOF, I have hereunto set my hand and the seal of the Sycamore Park District this _____ day of _____, 2016.

Daniel Gibble
Secretary to the Board of Commissioners
SYCAMORE PARK DISTRICT

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: July 26, 2016

STAFF RECOMMENDATION

AGENDA ITEM: UPDATE ON ANNEXATION ERRORS: Informational Only

BACKGROUND INFORMATION: A year ago, as I continued to work on cleaning up land issues—a goal the Board had given me from day 1—I discovered in some files a City Annexation Ordinance for land off of Brickville Road and north of Peace Road. It was annexed in 2009 by the City for what was to be known as Villagio Estates, but now sits idle due to the housing market collapse at that same time. I could not find any ordinance the park district had filed to annex that land, as well.

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Therefore, after finding this problem with Villagio Estates' annexation, I brought the Board an annexation ordinance for approval last year, which passed. It was filed with the county.

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Jackie Hienbuecher was searching on line and happened across a number of parcels in Sycamore Prairie Business Park that had been annexed by the City of Sycamore, but not the park district—some of those also in 2009.

At that time, I had our Legal Counsel begin investigating why and how this happened. Maps of these two locations are included with this memo.

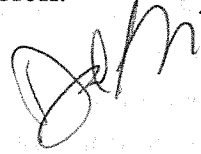
To make a long story short, he discovered that we had, indeed, annexed the land back in 2009—FOR BOTH SITES—and our Board's action last year for one of those (Villagio) was duplication, but found no duplication of our action for the Sycamore Prairie Business Park.

We then notified Doug Johnson, County Clerk & Recorder of the error, and they have been investigating for the last month to find out what happened. We have received no explanation as to the cause of this error, BUT have been told they should have been on the tax rolls since 2009. WE HAVE LOST SIX YEARS OF REVENUE FROM THESE PROPERTY.

FISCAL IMPACT: A LOSS of \$72,200 over 6 years, or about \$12,000 per year.

STAFF RECOMMENDATION: Recommend discussion.

PREPARED BY: Daniel Gibble, Executive Director



BOARD ACTION:

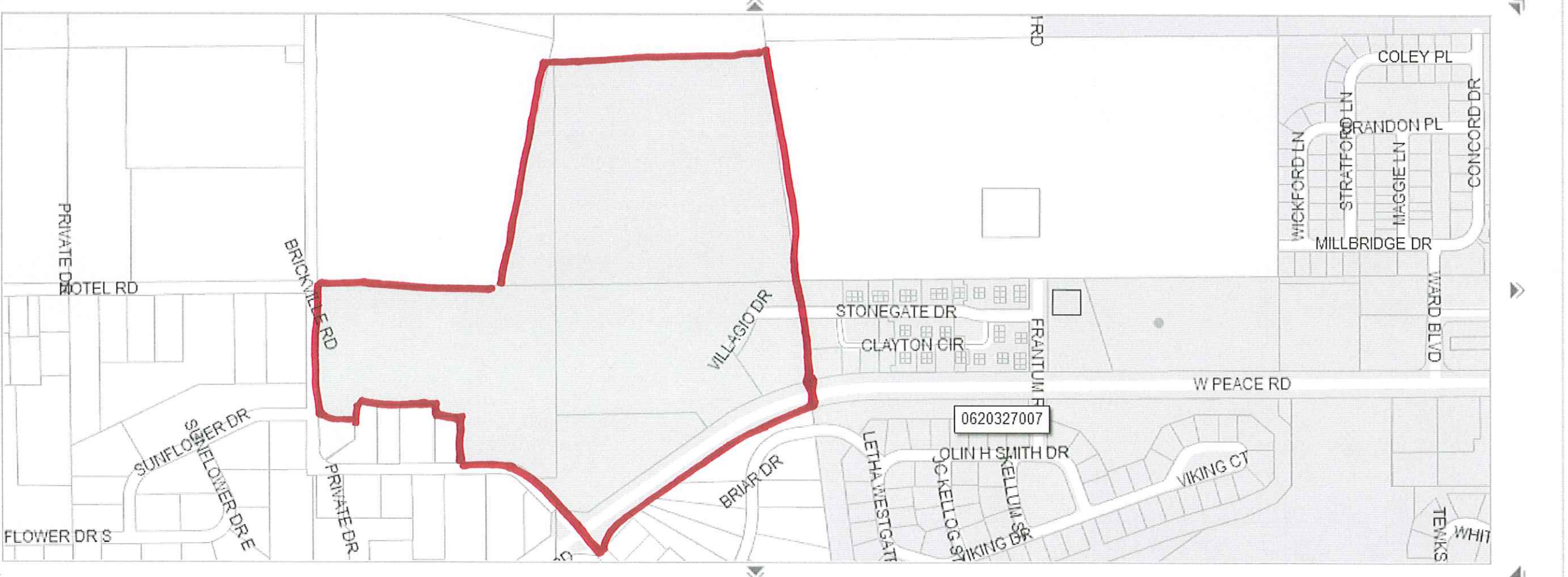
DeKalb County GISWeb

Search abc def

- Maps
- GIS Base Map
 - GIS Base Map
 - Elections
 - Health
 - Highway Department
 - Photo Atlas
 - Planning and Zoning
 - Sheriff
 - Tax Districts
 - Fiber

- Legend
- Addresses
 - BaseMap
 - Census Blocks
 - County Board Districts

Information



DeKalb County GISWeb

Search abc def

Maps
Legend
Information

CLICK for more tax and assessment information

Parcel Number	0906426038
Site Address	1015 BETHANY RD SYCAMORE 60178
Current Owner	T SUTER PROPERTIES LLC
2015 Tax Bill Mailed To	T SUTER PROPERTIES LLC
2015 Tax Bill - payable 2016 (not including penalties or fees)	91606.9
2015 Taxable Value (after exemptions)	899835
2015 Tax Code and Rate	Code: CO11, Rate: 10.180410
Acreage	13.08
Zone_Code	INC
Alternate Zone Code	
Special Use (y/n)	no
Zoning Notes	
Part of 4.02.d.2	

