

FOUNTAINDALE PUBLIC LIBRARY DISTRICT
BOARD OF LIBRARY TRUSTEES
May 16, 2019 | 7 p.m.
300 West Briarcliff Road | Bolingbrook | Board Room (2nd Floor)

1. Call to Order and Roll Call of Trustees
2. Pledge of Allegiance
3. Approval of Agenda
4. Minutes for Approval
 - a. Board Meeting – April 18, 2019
 - b. Executive Session – April 18, 2019
5. Employee Recognition
 - a. Marianne Thompson – 30 Years
6. Comments from the Public
7. Friends of the Library
8. New Business – Action Items
 - a. Acceptance of Election Results of the April 2, 2019 Consolidated Election
 - b. Administration of Oath of Office for Margaret J. (Peggy) Danhof
 - c. Administration of Oath of Office for Celeste M. Bermejo
 - d. Administration of Oath of Office for Marcelo Valencia
 - e. Nominations for and Election of President Pro Tempore
 - f. Election of Board President
 - g. Election of Board Officers
 - h. Approval of Resolution 2019-2 – Resolution Approving Agreement With Contractor Re 2nd Floor Meeting Room and Performance Payment Bond
 - i. Approval to Seek Requests for Proposals for Banking Services
 - j. Approval of Health Insurance for Fiscal Year 2019/2020
 - k. Approval of Revised Library Conduct Policy
 - l. Presentation of Draft Ordinance 2019-2 – An Ordinance Establishing Regulations for Electronic Attendance at the Fountaindale Public Library District Board Meetings
 - m. Presentation of Draft Ordinance 2019-3 – An Ordinance Approving Amendments to the By-Laws of the Board of Trustees of the Fountaindale Public Library District
9. Library Projects
10. Correspondence
11. Treasurer's Report
12. Bills for Approval
 - a. Bills Paid Report – May, 2019
 - b. Bills Payable Report – May, 2019
13. Director's Report – May, 2019
14. Unfinished Business
15. Reports
 - a. Building
 - b. Finance
 - c. Strategic
 - d. Personnel
16. Announcements
 - a. Reminder: June 2019 Board Meeting is on Monday, June 17, 2019 at 7 p.m.
17. Adjournment

May 2019 Agenda Background

Paul Mills

8. New Business – Action Items

a. Acceptance of Election Results of the April 2, 2019 Consolidated Election

The Election Results of Margaret J. “Peggy” Danhof and Celeste Bermejo being elected to the Fountaindale Public Library District Board of Trustees for two year terms and Kathryn J. Spindel and Marcelo Valencia for six year terms are accepted.

Suggested Motion: Motion to accept the Election Results of the April 2, 2019 Consolidated Election.

b. Administration of Oath of Office for Margaret J. “Peggy” Danhof

The oath of office will be administered for Margaret J. “Peggy” Danhof.

Suggested Motion: No motion required.

c. Administration of Oath of Office for Celeste Bermejo

The oath of office will be administered for Celeste Bermejo.

Suggested Motion: No motion required.

d. Administration of Oath of Office for Marcelo Valencia

The oath of office will be administered for Marcelo Valencia.

Suggested Motion: No motion required.

e. Nominations for and Election of President Pro Tempore

Nominations for the position of President Pro Tempore will be accepted.

Suggested Motion: Motion to close the nominations for President Pro Tempore.

A vote will be conducted to elect the President Pro Tempore.

Suggested Motion: Motion to call a vote for the election of the President Pro Tempore.

f. Election of Board President

The President Pro Tempore will accept nominations for the position of President and conduct an election for the position of President.

Suggested Motion: Motion to close the nominations for President.

A vote will be conducted to elect the President.

Suggested Motion: Motion to call a vote for the election of the President.

g. Election of Board Officers

The newly elected President of the Board will conduct elections for the offices of Vice President, Secretary, and Treasurer.

Suggested Motion: Motion to approve a slate of officers by acclamation.

h. Approval of Resolution 2019-2 – Resolution Approving Agreement With Contractor Re 2nd Floor Meeting Room and Performance Payment Bond

We received two bids for the 2nd Floor Meeting Room Project. Walter Daniels Construction Company's bid was \$122,000 with a \$1,742 Performance and Payment Bond. Exclusive Construction Services' bid was \$128,163 with a \$1,152 Performance Payment Bond. Our architects and our attorney reviewed the Walter Daniel's bid. It is our recommendation to go with the Walter Daniel's Bid.

Suggested Motion: Motion to approve Resolution 2019-2 – Resolution Approving Agreement with Contractor Re 2nd Floor Meeting Room and the Performance Payment Bond.

i. Approval to Seek Requests for Proposals for Banking Services

Jennie Nguyen, our Finance Manager, and I are requesting approval to seek proposals for banking services. We wish to ensure the District is getting the best services that are available.

Suggested Motion: Motion to approve to seek requests for proposals for banking services.

j. Approval of Health Insurance for Fiscal Year 2019/2020

Please see included memo for an in-depth review.

Suggested Motion: Motion to fund the allocation for insurance at \$6,780.00 per eligible employee for those employees selecting health insurance and to fund an allocation of \$500.00 for those employees who do not select health insurance.

k. Approval of Revised Library Conduct Policy

This draft revision of our Library Conduct Policy features the following changes:

- the provisions section has been updated with the advice of our attorney
- the administration section was added to provide guidance for both patrons and staff regarding how the policy will be implemented
- the appeals section has been amended to clarify that an appeal must be filed within 30 days of receiving notification.

This draft policy has been reviewed by our attorney and his recommendations have been incorporated.

Suggested Motion: Motion to repeal the existing Library Conduct Policy and approve the revised Library Conduct Policy.

I. Presentation of Draft Ordinance 2019-2 – An Ordinance Establishing Regulations for Electronic Attendance at the Fountaindale Public Library District Board Meetings

In order for a trustee to participate in a Board Meeting via means other than in person, the Board is required to establish regulations for such participation. Our attorney has drafted this ordinance to be in compliance with Open Meeting Act rules.

Key highlights include

1. If a quorum of the members of the Board is physically present as required by Section 2.01 of the Open Meetings Act, 5 ICLS 120/2.01, the Board may allow a physically absent Trustee to attend the meeting by other means if the Trustee is prevented from physically attending because of: (a) personal illness or disability; (b) employment purposes or the business of the public body; or (c) a family or other emergency; provided, no Trustee may attend a Board meeting by other means more than five times in any calendar year.
2. "Other means," as used in these regulations, shall mean by video or audio conference.
3. If a Trustee wishes to attend a meeting by other means, the Trustee must notify the recording secretary of the Library District before the meeting unless advance notice is impractical.
4. A Trustee may participate by other means at either an open meeting or a closed meeting of the Board.
5. Written minutes of all Board meetings, whether open or closed, shall include whether the Trustee was physically present or present by means of audio or video conference.
6. As the first item of business, the Trustees who are physically in attendance at a Library Board meeting shall determine, by majority vote, whether a Trustee who is not physically in attendance may participate in that meeting by other means. After such a vote in favor of participation, the remote Trustee may vote on matters before the Board.

Per Board By-Laws, proposed changes to the By-Laws must be presented at one meeting and adopted at the next succeeding meeting.

Suggested Motion: No Motion required at this time as this is a first reading of a proposed By-Laws change.

- m. Presentation of Draft Ordinance 2019-3 – An Ordinance Approving Amendments to the By-Laws of the Board of Trustees of the Fountaindale Public Library District

Please see draft revised version of By-Laws with attorney's suggested changes in blue.

Per Board By-Laws, proposed changes to the By-Laws must be presented at one meeting and adopted at the next succeeding meeting.

Suggested Motion: No motion required at this time as this is a first reading of draft revisions to the By-Laws.

MINUTES OF A REGULAR MEETING OF
THE BOARD OF TRUSTEES OF
THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT
WILL AND DUPAGE COUNTIES, ILLINOIS
HELD APRIL 18, 2019
BOLINGBROOK, ILLINOIS

A meeting of the Board of Trustees of the Fountaindale Public Library District, Will and DuPage Counties, Illinois was held at the Bolingbrook Library, 300 West Briarcliff Road, Bolingbrook, IL 60440, Thursday, April 18, 2019 at 7 p.m.

CALL TO ORDER

The meeting was called to order at 7 p.m. by President Margaret (Peggy) Danhof.

ROLL CALL

The roll was called by recorder, Juanita Lennon, and a quorum was established.

PRESENT

Present at roll call were Steven Prodehl, Robert Kalnicky, Kathryn Spindel, Ruth Newell, Marcelo Valencia, Celeste Bermejo and Margaret (Peggy) Danhof.

ABSENT

None.

FOUNTAINDALE STAFF PRESENT

The following staff was present: Paul Mills, Juanita Lennon, Nancy Korczak and Lea Pottle.

PUBLIC PRESENT

The following public was present: Jody Hargett, Michael Swendrowski and Jennie Mills.

AGENDA APPROVAL

Following the Pledge of Allegiance, Danhof asked for a motion to approve the agenda. A motion was made by Spindel, seconded by Kalnicky.

AYES:	Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES:	None
ABSENT:	None

MINUTES OF THE BOARD MEETING – March 21, 2019

The minutes of the board meeting held March 21, 2019 were presented. A motion to approve the minutes was made by Spindel, seconded by Newell. Minutes were approved as read.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES: None
ABSENT: None

COMMENTS FROM THE PUBLIC

None.

FRIENDS OF THE LIBRARY

Jody Hargett provided the Board with a financial report for the Friends Spring 2019 Book Sale. Hargett reported that this book sale was the most successful in history! This was also Art and Judy Bilski's last book sale as they are moving. The Friends have found new co-chairs for the book sales. The Fall Book Sale will take place October 12-13, 2019. The Friend's Annual Dinner & Meeting will take place on Wednesday, April 24 in Meeting Room A at 6 p.m. The Summer Adventure Kickoff, which the Friends are sponsoring will take place on Tuesday, June 4.

NEW BUSINESS

Approval to Seek Bids for a New Bookmobile

Michael Swendrowski, the library's bookmobile consultant, gave a presentation on the proposed bid specifications. Swendrowski also discussed the current market for bookmobiles and estimated the cost of the proposed vehicle to be \$325,000. Paul Mills noted that providing power to the battery on the proposed vehicle is estimated at \$20,000 and that an opening day collection for the proposed vehicle is estimated at \$60,000.

A motion to approve seeking bids for a new bookmobile was made by Kalnicky, seconded by Valencia.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES: None
ABSENT: None

Approval of Revised BOS Quote for Tables and Chairs for 2nd Floor Meeting Room

A motion to approve the revised BOS quote for tables and chairs for the 2nd Floor Meeting Room was made by Prodehl, seconded by Spindel.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES: None
ABSENT: None

Approval of Section 6 - Benefits and Services of the Employee Handbook

A motion to repeal the existing Section 6 - Benefits and Services section in the Employee Handbook and to approve the revised Section 6 - Benefits and Services for the Employee Handbook was made by Newell, seconded by Valencia.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES: None
ABSENT: None

Approval of Section 7 - Leaving of the Employee Handbook

A motion to repeal the existing Section 7 - Leaving section of the Employee Handbook and to approve the revised Section 7 - Leaving for the Employee Handbook was made by Newell, seconded by Bermejo.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES: None
ABSENT: None

Approval of Completely Revised Fountaindale Public Library District Employee Handbook

A motion to approve the completely revised Fountaindale Public Library District Employee Handbook was made by Newell, seconded by Valencia.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES: None
ABSENT: None

LIBRARY PROJECTS

Director Mills provided the Board with an update on the 2nd Floor Computer Lab conversion. The library held an optional walk through for the project and Mills anticipates bringing a recommendation for the Board to consider in May.

CORRESPONDENCE

The Bolingbrook Bugle published an article about the new Micro Pantry located outside of Fountaindale Library, which was designed and funded by father Scott Silmon and daughter Ashley Silmon-Rodriguez.

The West Suburban Community Pantry sent a thank you note to the library for the recent donation of 30 Easter baskets by Fountaindale staff. Juanita Lennon discussed the staff committee's work in the creation of the baskets.

TREASURER'S REPORT

The Treasurer's Report for March, 2019 was presented by Treasurer Spindel and will be filed for audit.

BILLS FOR APPROVAL

Bills Paid Report – April, 2019

Bills paid for the month of April in the amount of \$62,989.79 was presented for approval. Motion to approve was made by Newell, seconded by Prodehl.

AYES:	Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES:	None
ABSENT:	None

Bills Payable Report – April, 2019

Bills payable for the month of April in the amount of \$222,657.72 was presented for approval. Motion to approve was made by Spindel, seconded by Newell.

AYES:	Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES:	None
ABSENT:	None

DIRECTOR'S REPORT – April, 2019

Mills discussed early voting issues that had been discussed with him and noted the information regarding early voting that the library's attorney had prepared. Danhof also discussed the issues that had been reported to her. Mills stated that he plans to reach out to Will County to discuss the issues in May.

UNFINISHED BUSINESS

Final Approval of Request to Travel for Trustees to 2019 American Library Association Annual Conference in Washington D.C. – June 20-25, 2019

Trustee Newell discussed the special event at the National Museum of African American History and Culture that the Coretta Scott King committee is putting together. Attendance at this event would require an additional night's stay.

A motion to approve a sixth night stay for Trustee Newell to the 2019 American Library Association Annual Conference in Washington D.C., June 20-25, 2019 was made by Spindel, seconded by Valencia.

AYES:	Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES:	None
ABSENT:	None

REPORTS

Building – None.

Finance – None.

Strategic Plan – None.

Personnel – None.

ANNOUNCEMENTS

The National Day of Prayer will take place on Thursday, May 2.

On April 22, there will be a meeting regarding the 20th anniversary of Bolingbrook's John Doe in Meeting Room B at 11 a.m. followed by a memorial service at Hillcrest Cemetery.

EXECUTIVE SESSION

A motion was made by Spindel, seconded by Valencia, to enter Executive Session at 8:04 p.m. for Personnel 5 ILCS 120/2 (c) (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."

AYES:	Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof
NAYES:	None
ABSENT:	None

A motion was made by Kalnicky, seconded by Bermejo, to return to Open Session at 8:38 p.m.

OPEN SESSION

APPROVAL OF EXECUTIVE DIRECTOR COMPENSATION ADJUSTMENT

A motion to approve a 0% increase and an additional 40 vacation hours for the Executive Director was made by Kalnicky, seconded by Valencia.

AYES: Prodehl, Kalnicky, Spindel, Newell, Valencia, Bermejo, Danhof

NAYES: None

ABSENT: None

ADJOURNMENT

A consensus was taken and the Board adjourned at 8:46 p.m.

Approved: _____
Steven J. Prodehl, Secretary

Margaret J. (Peggy) Danhof, President

April 23, 2019

Dear Local Election Officials:

I am pleased to present you with your Certificate of Results (Abstract of Votes) and Certificates of Election for the winning candidates in the Consolidated Election held on April 2, 2019. Successful Write-In Candidates have been notified and will be required to file their paperwork with our office before they can receive their Certificates of Election. Our office also will file a copy of the Abstract of Votes with the State Board of Elections.

I would like to share a few points with you regarding Statements of Economic Interest (SEIs):

- Successful candidates who were **not** incumbents in the positions for which they ran must file a 2019 Statement of Economic Interest if they are seated in their newly elected positions on or before May 1, 2019. The deadline to file an SEI with the Will County Clerk's Office is June 1.
- Non-incumbents who will be seated after May 1 will not be required to file SEIs until they complete their first calendar year in office.
- Any filings that candidates provided with their petition packets **will not** fulfill their obligation to file a Statement of Economic Interest as an office holder.

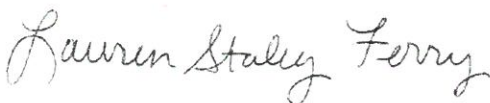
Your district's SEI coordinator should contact the Will County Clerk's Ethics Department to notify us of any newly elected individuals who will take office on or before May 1.

For questions about Election Results, please contact: elections@willcountyillinois.com or (815) 740-4615.

For questions about Statements of Economic Interests, or to notify us of the newly elected officials seated on or before May 1, please contact the Ethics Department: clerkethics@willcountyillinois.com or (815) 740-4628.

I hope this information is helpful. Please don't hesitate to call if you have any questions.

Sincerely,



Lauren Staley Ferry
Will County Clerk

ABSTRACT OF VOTES

RUN DATE:04/16/19 12:55 PM

Fountaindale Library
CONSOLIDATED ELECTION
APRIL 2, 2019

OFFICIAL RESULTS

	VOTES	PERCENT		VOTES	PERCENT
01 = BALLOTS CAST	6,665		FOUNTAINDALE LIBRARY TRUSTEE UNEXP 2-YR		
FOUNTAINDALE LIBRARY TRUSTEE FULL			Vote for not more than 2		
Vote for not more than 2			06 = Otis J. Gatlin	2,519	21.78
02 = Kathryn J. Spindel*	4,950	53.28	07 = Margaret J. (Peggy) Danhof*	3,749	32.42
03 = Marcelo Roberto Valencia*	4,340	46.72	08 = Ryan Harter	2,513	21.73
04 = OVER VOTES	0		09 = Celeste M. Bermejo*	2,783	24.07
05 = UNDER VOTES	4,040		10 = OVER VOTES	14	
			11 = UNDER VOTES	1,738	

	01	02	03	04	05	06	07	08	09	10	11
0019 DU PAGE PCT 001	0	0	0	0	0	0	0	0	0	0	0
0022 DU PAGE PCT 004	202	137	125	0	142	77	98	74	77	0	78
0023 DU PAGE PCT 005	247	184	153	0	157	91	145	95	103	0	60
0024 DU PAGE PCT 006	259	214	193	0	111	90	160	80	135	0	53
0025 DU PAGE PCT 007	1	1	1	0	0	0	1	1	0	0	0
0026 DU PAGE PCT 008	255	189	173	0	148	99	148	99	110	0	54
0027 DU PAGE PCT 009	205	146	135	0	129	70	125	67	87	0	61
0028 DU PAGE PCT 010	295	220	180	0	190	112	167	112	105	0	94
0029 DU PAGE PCT 011	253	196	172	0	138	86	150	96	116	0	58
0030 DU PAGE PCT 012	249	194	177	0	127	73	164	77	129	0	55
0031 DU PAGE PCT 013	242	181	160	0	143	103	133	102	86	2	56
0032 DU PAGE PCT 014	301	209	193	0	200	107	170	112	130	1	81
0033 DU PAGE PCT 015	246	186	156	0	150	87	139	101	106	1	57
0034 DU PAGE PCT 016	305	205	174	0	231	141	128	161	98	2	78
0035 DU PAGE PCT 017	284	210	191	0	167	116	152	112	116	0	72
0036 DU PAGE PCT 018	246	190	156	0	146	64	160	74	126	1	66
0037 DU PAGE PCT 019	207	154	131	0	129	79	126	76	85	0	48
0038 DU PAGE PCT 020	182	136	117	0	111	66	120	59	85	0	34
0039 DU PAGE PCT 021	245	187	151	0	152	86	148	89	102	2	61
0040 DU PAGE PCT 022	310	249	208	0	163	108	191	102	144	1	73
0041 DU PAGE PCT 023	324	224	208	0	216	146	163	126	118	0	95
0042 DU PAGE PCT 024	199	157	136	0	105	74	110	73	92	0	49
0043 DU PAGE PCT 025	223	178	159	0	109	77	138	83	95	0	53
0044 DU PAGE PCT 026	214	164	145	0	119	71	134	67	97	1	57
0045 DU PAGE PCT 027	239	170	147	0	161	120	111	98	86	0	63
0046 DU PAGE PCT 028	205	141	133	0	136	79	109	95	73	0	54
0047 DU PAGE PCT 029	243	174	145	0	167	92	116	105	87	0	86
0048 DU PAGE PCT 030	211	154	143	0	125	115	92	82	69	1	62
0049 DU PAGE PCT 031	174	125	116	0	107	54	99	55	86	2	50
0050 DU PAGE PCT 032	0	0	0	0	0	0	0	0	0	0	0
0051 DU PAGE PCT 033	11	9	6	0	7	2	5	5	3	0	7
0284 WHEATLAND PCT 019	75	56	46	0	48	27	41	28	32	0	22
0287 WHEATLAND PCT 022	13	10	10	0	6	7	6	7	5	0	1

I, the undersigned do hereby certify that on April 23, 2019, I canvassed the returns of an election held on April 2, 2019 for FOUNTAINDALE PUBLIC LIBRARY DISTRICT, and I proclaim that a total of 6,802 voters requested and received ballots and I do further certify the number of votes received for each candidate for this office, and the winners are denoted with an asterisk next to his or her name.

I further certify that the above is a true and complete Abstract of Votes and was prepared in my presence on April 23, 2019.

Lauren Staley Ferry
Lauren Staley Ferry, County Clerk
The County of Will, Illinois

Election Summary Report
2019 Consolidated General
DuPage County, Illinois

Date:04/17/19
Time:10:24:42
Page:1 of 1

Summary For Fountaindale Public Library District, All Counters, Fountaindale Library District

Registered Voters 2555 - Cards Cast 137 5.36%

Num. Report Precinct 4 - Num. Reporting 4 100.00%

Fountaindale Lib Trt		Total	
Number of Precincts		4	
Precincts Reporting		4	100.0 %
Vote For		2	
Times Counted	137/1204		11.4 %
Total Votes		212	
Kathryn J. Spindel		111	52.36%
Marcelo Valencia		101	47.64%

Fountaindale Lib Trt X2Y		Total	
Number of Precincts		4	
Precincts Reporting		4	100.0 %
Vote For		2	
Times Counted	137/1204		11.4 %
Total Votes		238	
Otis J. Gatlin		46	19.33%
Margaret J. Danhof		81	34.03%
Ryan Harter		59	24.79%
Celeste M. Bermejo		52	21.85%

Statement of Votes Cast
2019 Consolidated General
DuPage County, Illinois

Date:04/17/19
Time:10:27:17
Page:1 of 2

SOVC For Fountaindale Public Library District, All Counters, Fountaindale Library District

	TURN OUT			Fountaindale Lib Trt					
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	Kathryn J. Spindel	Marcelo Valencia	
Jurisdiction Wide									
Lisle 048	742	46	6.20%	281	33	50	29 58.00%	21 42.00%	
Lisle 049	789	90	11.41%	706	81	125	64 51.20%	61 48.80%	
Lisle 093	669	106	15.84%	149	19	31	15 48.39%	16 51.61%	
Lisle 128	355	24	6.76%	68	4	6	3 50.00%	3 50.00%	
Total	2555	266	10.41%	1204	137	212	111 52.36%	101 47.64%	

Statement of Votes Cast
2019 Consolidated General
DuPage County, Illinois

Date:04/17/19
Time:10:27:17
Page:2 of 2

SOVC For Fountaindale Public Library District, All Counters, Fountaindale Library District

Fountaindale Lib Trt X2Y

	Reg. Voters	Times Counted	Total Votes	Otis J. Gatlin	Margaret J. Danhof	Ryan Harter	Celeste M. Bermejo
Jurisdiction Wide							
Lisle 048	281	33	60	15 25.00%	19 31.67%	16 26.67%	10 16.67%
Lisle 049	706	81	137	23 16.79%	48 35.04%	36 26.28%	30 21.90%
Lisle 093	149	19	34	6 17.65%	12 35.29%	5 14.71%	11 32.35%
Lisle 128	68	4	7	2 28.57%	2 28.57%	2 28.57%	1 14.29%
Total	1204	137	238	46 19.33%	81 34.03%	59 24.79%	52 21.85%

FOUNTAINDALE PUBLIC LIBRARY DISTRICT

Election Abstract

2019 Consolidated General Election

Tuesday, April 2, 2019

Fountaindale Public Library District Trustee

Vote for not more than TWO

Reg Vtrs: 1,204

Precincts: 4

Total votes: 212

Ballots Counted: 137

	80048	80049	80093	80128	Total
Kathryn J. Spindel	29	64	15	3	111
Marcelo Roberto Valencia	21	61	16	3	101
Registered Voters	281	706	149	68	1,204
Ballots Counted	33	81	19	4	137

Fountaindale Public Library District Trustee - Unexpired 2 Year Term

Vote for not more than TWO

Reg Vtrs: 1,204

Precincts: 4

Total votes: 238

Ballots Counted: 137

	80048	80049	80093	80128	Total
Otis J. Gatlin	15	23	6	2	46
Margaret J. (Peggy) Danhof	19	48	12	2	81
Ryan Harter	16	36	5	2	59
Celeste M. Bermejo	10	30	11	1	52
Registered Voters	281	706	149	68	1,204
Ballots Counted	33	81	19	4	137

RESOLUTION 2019-2
RESOLUTION APPROVING AGREEMENT WITH CONTRACTOR
RE 2nd FLOOR MEETING ROOM

WHEREAS, the Board of Library Trustees believe and hereby declare that it is in the best interests of the Library District and its residents to enter into an Agreement (AIA A101 Standard Form of Agreement as modified by Owner between Owner and Contractor where the basis of payment is a Stipulated Sum) with Walter Daniels Construction Company, Inc., the lowest responsible bidder, for construction of a 2nd Floor Meeting Room, which Agreement is attached hereto as Exhibit 1 and made a part hereof (the "Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF LIBRARY TRUSTEES OF FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The Agreement attached hereto as Exhibit 1 shall be and is hereby approved in an amount not to exceed \$122,000, and the President and Secretary of the Board of Library Trustees are hereby authorized and directed to execute said agreement in substantially the form attached hereto.

SECTION TWO: All policies and resolutions of the Library District that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 16th day of May, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of May, 2019.

ATTEST:

Margaret J. (Peggy) Danhof
President, Board of Trustees

Steven J. Prodehl
Secretary, Board of Trustees

AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

Fountaindale Public Library District
300 West Briarcliff Road
Bolingbrook, IL 60440

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Fountaindale Library Renovations 2018
Fountaindale Public Library
The project consists of the interior remodeling of three areas in the library:

1. Second floor Computer Lab (about 860 s.f.), which shall be remodeled into a public meeting room with amenities like those in existing meeting rooms A and B, and in the Board Room.
2. Current second floor Local History Room (about 450 s.f.), which shall be remodeled into a meeting room with amenities like those in existing meeting rooms A and B, and in the Board Room.
3. Third floor Small Computer Lab (originally Business Center, about 220 s.f.), which shall be remodeled into the new Local History Room.

The Architect:
(Name, legal status, address and other information)

Sheehan Nagle Hartray Architects, Subchapter S Corporation
30 West Monroe Street, Suite 900
Chicago, IL 60603
Telephone Number: 312.633.2900

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

Additions and Deletions Report for AIA® Document A104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:45:12 ET on 04/05/2019.

PAGE 1

Fountaindale Public Library District
300 West Briarcliff Road
Bolingbrook, IL 60440

...

(Name, location and detailed description)

Fountaindale Library Renovations 2018
Fountaindale Public Library

The project consists of the interior remodeling of three areas in the library:

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...

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PAGE 2

21 CLAIMS AND DISPUTES

22 OTHER CONDITIONS OR PROVISIONS

23 COMPLIANCE WITH LAWS

PAGE 3

[☒] A date set forth in a notice to proceed issued by the Owner.

...

[☒] By the following date: August 23, 2019

...

N/A

N/A

...

§ 2.4 Final Completion

§ 2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: September 1, 2019

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

...

☒ Stipulated Sum, in accordance with Section 3.2 below
PAGE 4

N/A

...

See schedule of values in Contractor's
Bid Proposal dated XXXX/XXX/XXXX

...

N/A

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee: **§ 3.5** Liquidated damages, if any:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.) (Insert terms and conditions for liquidated damages, if any.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum

sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Time is of the essence to this Contract. Should a Contractor fail to complete the Work on or before the Final Completion Date as stipulated in the Contract or within such extended time as may have been allowed by Owner, the Contractor shall be liable and shall pay to the Owner the sum of \$500.00 per calendar day, not as a penalty but as liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed by Owner. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damages amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damages amount specified will accrue and be assessed until Final Completion of the

Item	Price
------	-------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to 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 by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents. total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

...

§ 4.1.1 Based upon Applications for ~~Payment~~ Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

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§ 4.1.3 Provided that an Application for ~~Payment~~ Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect not later than the 10th day of a month, certified by the Architect and not subsequently nullified by the Architect, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

...

§ 4.1.4 For each progress payment made prior to ~~Substantial~~ Final Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

...

ten (10) % of the Contract Sum

§ 4.1.5 Payments due and unpaid under the ~~Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Contract, and any late payment penalties associated with same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
(Insert rate of interest agreed upon, if any.)

%

...

- .1 the Contractor has ~~fully performed the Contract~~ achieved Final Completion of the Work, except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

...

§ 4.2.2 ~~The Subject to 4.2.1, Owner's final payment to the Contractor shall be made no later than 30-thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:~~ Payment and approval by Owner.

...

~~For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the~~ The method of binding dispute resolution shall be as follows:

...

[X] Litigation in a court of competent jurisdiction
PAGE 6

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

...

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and ~~Contractor~~ Contractor as modified by Owner.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.) Intentionally Omitted.

§ 6.1.3 The Supplementary and other Conditions of ~~the Contract~~ the Contract are those included in the Project Manual dated XXXXXX :

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The ~~Specifications~~ Specifications are those included in the Project Manual dated XXXXXXXXXX:

...

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

§ 6.1.5 The Drawings are those included in the Project Manual dated XXXXXX:

Number	Title	Date
--------	-------	------

PAGE 7

a. Project Manual for the Fountaindale Library Computer Lab Remodel project dated XXXXX 2019, incorporated herein by reference

b. Contractor's Proposal dated XXXXX 2019 attached hereto as Exhibit A and incorporated herein by reference.

c. Contractor's Compliance and Certification, attached hereto at Exhibit B and incorporated herein by reference

d. Performance Bond and Labor and Material Payment Bond, attached hereto as Exhibit C and incorporated herein by reference.

...

§ 7.5.1 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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, if applicable, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.5.3 The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except Contractor's record set shall be returned or suitably accounted for to the Owner on request upon completion of the Work.

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The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The~~ If applicable, the parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 7.10 Relationship of the Parties

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration 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 and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.~~

...

~~§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.~~ Intentionally Omitted.

...

~~If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material or equipment so as to be able to complete the Work with the Contract Time, or fails to pay subcontractors or material suppliers timely, or to remove or discharge within ten (10) days any lien filed upon the Owner's property or fund by an obne claiming by, through, or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract documents, or otherwise fails to carry out the 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 is 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.~~

PAGE 9

~~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 or fails to perform a duty under or comply with a provision of the Contract Documents or fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 8.2 of this~~

Agreement, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the deficiencies, default, or neglect and may deduct the actual cost thereof, including the Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor. Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

...

§ 9.1.1 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. By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that: (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated, shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed; (c) the Contractor has visited and examined the Project site and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision.

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§ 9.1.3 The Except as otherwise required by the Contract Documents, 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.

...

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and ~~attention~~-attention under the full-time supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and Owner in English. 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.

...

§ 9.2.3 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

...

§ 9.3.3 The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and approval by the Owner and in accordance with a Modification.

§ 9.3.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

§ 9.3.5 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, Owner's representative or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members of councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulations, the Architect or Owner's representative with the Owner's approval may require that other materials or equipment of equal kind and quality be provided at no additional cost to the Owner.

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials.

§ 9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§ 9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

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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. faults and defects. 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. Work by persons other than Contractor or subcontractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3-Owner. Inability, failure or refusal of the subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Owner upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, or in any Certificate of Substantial or Partial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of Partial or Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

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The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

...

§ 9.6.2 The Contractor shall comply with and give notices and permit inspections required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work or having jurisdiction of the Work. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. If the Contractor performs Work knowing it to be to the contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of public authorities or had it carried out its obligations under the Contract Documents generally, and under Section 9.1. of this Agreement in particular, should reasonably have known 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.

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§ 9.10.1 Parking & Traffic.

Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said

vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be backcharged to the Contractor.

...

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove, and properly and lawfully dispose of as applicable waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

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§ 9.15.1 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 waives any right of contribution against, and shall indemnify and hold harmless Owner and its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss, or expense (i) 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 tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1 any other party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

"Claims," "damages," "losses," and "expenses" as those words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of equipment or other mechanical or structural contrivance erected or construed by any person, or any or all other kinds of equipment whether or not the same is owned, furnished, or loaned by the Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) all costs and expenses incurred by the indemnified party; and (4) errors and omissions or defect in any submission made to Architect or its approval or review.

...

§ 10.2 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, Owner and Architect. Consent shall not be unreasonably withheld.

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§ 10.5 Based on the Architect's evaluations of the quality and progress of the Work and 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.

...

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect ~~of the Subcontractors or suppliers in writing of the name, trade and subcontract amount of each Subcontractor and supplier proposed for each of the principal portions of the Work.~~ The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's written list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 11.4 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations thereunder after the occurrence of a default under the Contract by the contractor. 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 these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.5 All subcontracts shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that the Owner may accept said assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract: (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with the Contractor and may not be withdrawn prior to Final Completion.

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§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and the Contractor could not have discovered same in the exercise of reasonable diligence as required under subsection 9.1.1 of this Agreement, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 No change in the Work, whether by way of alteration or addition to the Work, shall be the bases of an addition to the Contract Sum or change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

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

...

§ 14.4 The date of Substantial Completion is the date-dates of Substantial Completion and Final Completion are the dates certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then-determines and the Owner agrees, justify delay, then, as Contractor's sole remedy, the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21-determine. Notwithstanding the foregoing, delays of the Contractor to carry out its obligations under or in accordance with the provisions of the Contract, shall not extend the Contract Time.

§ 14.6 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

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§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 44 fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

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§ 15.3.1 At least ten (10) 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.3 Payments—Unless approved in advance by the Owner in writing payment shall be made on account of materials and equipment incorporated in the Work. If approved in advance by the Owner, payments shall be made on account of materials and equipment delivered and suitably stored and protected from damage and loss 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 delivered and suitably stored, and protected from ~~damage, damage and loss~~ off the site at a location agreed upon in writing. The Owner may condition such approvals on such terms as the Owner in its discretion deems necessary for its protection.

...

§ 15.3.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 15.3.6 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor Partial Waiver, and by the Partial lien Waivers of Subcontractor and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language, as applicable, indicating either that: (i) all material was taken from fully paid stock and delivered to the job site in contractor's or subcontractors' own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or (ii) materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

§ 15.4.1 The Architect will, within seven (7) 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 of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, but not to the Contractor, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation to the Owner but not to the Contractor 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 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.

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.7 repeated-failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21. the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on amounts withheld.

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§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) 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. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a subcontractor irrespective of any delay in payment to the Contractor.

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§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§15.5.5 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation sworn notarized contractor's statement, affidavits and waivers of lien).

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§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete-completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use-Work for its intended use and has been accepted by Owner to receive all required occupancy permits.

"Punch List Items" mean and shall be limited to uncompleted items of Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch List Items.

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§ 15.6.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's list, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which to the Owner for review and concurrence by the Owner which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list-Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial-Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion thereof, with the exception of the items

of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

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

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§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised the Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

§ 15.7.2 Final payment shall not become due until the Contractor has fully performed the contract, including but not limited to delivery of all manufacturer's and supplier's warranties, operating manuals, as-built drawings, and consent of the surety to final payment, pursuant to the Contract Documents, and has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or 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 costs and reasonable attorneys' fees.

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The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

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§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 ~~or elsewhere~~ in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall procure insurance from insurance companies that have obtained A.M. Best ratings of no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable. Failure to maintain the required insurance may result in termination of the Contract at the Owner's option. Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence for at least three years following Substantial Completion of the Work.

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$) each occurrence, (\$) general aggregate, and (\$) Two Million Dollars (\$2,000,000) each occurrence,~~ Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

...

.5 the Contractor's indemnity obligations under Section 9.15.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form or a substitute form providing equivalent coverage, and shall cover liability arising from premise-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability Arising from pollution, explosion, collapse, or underground property damage.

For Contractor's Continuing Completed Operations Liability Insurance:

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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§ 17.1.5 ~~Workers' Compensation at statutory limits.~~ Compensation.

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

~~§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~Intentionally omitted.

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.8.~~ Intentionally omitted.

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~Intentionally omitted.

~~§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon (3) within ten (10) days upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. Section 17.1.1 or upon Owner's written request for same. The certificates will show the Owner and its elected and appointed officials, officers, employees, agents and volunteers as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.~~

~~§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.~~

~~§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the The additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04-04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.~~

~~§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. All certificates shall provide for thirty (30) days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to shall have the right to either stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The the Contractor or terminate the Contract, at the Owner's option. In the event Owner does not terminated, the furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

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Coverage

Limits

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. 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 in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary 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 Article 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 to be covered, whichever is earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

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Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner (List below any other

insurance coverage to be provided by the Owner and any applicable limits.) The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.4 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

§ 17.2.5 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 17.2.6 Partial occupancy or use 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.

§ 17.2.7 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 the Contractor shall be named insureds.

§ 17.2.8 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.

§ 17.2.9 Notwithstanding any provision contained in Article 17, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

Coverage

Limits

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§ 17.3.3 If required by the Owner, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 23 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 105% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312 (2010 Edition), issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

§ 17.3.4 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

§ 18.1 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, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense. If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical,

plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, 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 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. The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

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§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18. 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.

§ 18.6 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 the Work that is not in accordance with the requirements of the Contract Documents.

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6. located.

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Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. 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, concluded and (2) test, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

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If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, and such failure continues for a period of ninety (90) days after notice from the Contractor, the Contractor may, as its sole remedy, upon seven additional days' notice to the Owner and the Architect, unless this reason is cured prior to the expiration of the notice period, 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. Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

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§ 20.2.1 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 shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of the filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt 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 or otherwise breaches obligations under any subcontract with a Subcontractor; or if a lien or a notices of lien is filed against any part of the Project or Project funds or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the Contractor, and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by

whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.
~~Intentionally omitted.~~

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§ 20.2.5 The Owner's right to terminate the contract pursuant to Section 20.3 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

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Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.1 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.2 In the event of termination by Owner for convenience, the sum payable to the Contractor for the Work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination, all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

§ 20.3.3 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 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.

§ 20.4.2 If suspension, delay or interruption ordered by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the

cost of the performance of this Contract, excluding profit caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

1. That the performance is, was, or would have been so suspended, delayed or interrupted by another cause, including without limitation the fault or negligence of the Contractor or any Subcontractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.1. Intentionally omitted.

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect 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.

Intentionally omitted.

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

law.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Intentionally omitted.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

Intentionally omitted.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, 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).

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.~~

~~Intentionally omitted.~~

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~Intentionally omitted.~~
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The Contractor and Owner waive claims against each other ~~waives claims against the Owner~~ 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~~ — ~~waiver includes, but is not limited to, 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 Owner's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. In any suit or action arising under this Contract this Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.~~

ARTICLE 22 OTHER CONDITIONS OR PROVISIONS.

§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off-site all construction material, trash, garbage and other debris.

§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable notice shall be made at least forty-eight (48) hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than seventy-two (72) hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§ 22.4 The following definitions are added to the Contract:

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and "shown" mean as described, detailed, discussed, scheduled, referenced, or called for in, or reasonably inferable from the Contract Documents in order to produce a first-class Work product.

"Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place and ready for operation and use, including any final connections, in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood whenever the direction or term "provide" is used.

§ 22.5 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications;
- (ii) This Agreement, except that the Special and Supplementary Conditions, if any, shall take precedence over the General Conditions of the Contract;
- (iii) Construction drawings.

ARTICLE 23 COMPLIANCE WITH LAWS/PREVAILING RATES OF WAGES

§ 23.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§ 23.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§ 23.3 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"). Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 23.4 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

§ 23.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and the District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor agrees to indemnify and hold harmless the District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the fifteenth (15th) day of each calendar month, in person, by mail, or electronically a certified payroll to the District with each monthly pay request in the form required by the Illinois Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely

upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. The District may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:45:12 ET on 04/05/2019 under Order No. 8740602620 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

TABLE OF ARTICLES

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

Init.

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User Notes:

(1950627638)

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: August 23, 2019

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
N/A

Substantial Completion Date
N/A

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

§ 2.4 Final Completion

§ 2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: September 1, 2019

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- ☒ Stipulated Sum, in accordance with Section 3.2 below
- ☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Init.

[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See schedule of values in Contractor's Bid Proposal dated XXXX/XXX/XXXX		

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
N/A	

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

(Paragraphs deleted)

Time is of the essence to this Contract. Should a Contractor fail to complete the Work on or before the Final Completion Date as stipulated in the Contract or within such extended time as may have been allowed by Owner, the Contractor shall be liable and shall pay to the Owner the sum of \$500.00 per calendar day, not as a penalty but as liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed by Owner. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damages amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damages amount specified will accrue and be assessed until Final Completion of the

(Table deleted)

(Paragraphs deleted)

total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, submitted to the Architect by

the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect not later than the 10th day of a month, certified by the Architect and not subsequently nullified by the Architect, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Final Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

ten (10) % of the Contract Sum

§ 4.1.5 Payments due and unpaid under the Contract, and any late payment penalties associated with same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
(Paragraph deleted)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has achieved Final Completion of the Work, except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 Subject to 4.2.1, Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment and approval by Owner.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

The method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 21.6 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor as modified by Owner.

§ 6.1.2 Intentionally Omitted.

§ 6.1.3 The Supplementary and other Conditions of the Contract are those included in the Project Manual dated XXXXXX :

§ 6.1.4 The Specifications are those included in the Project Manual dated XXXXXXXXXXXX:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

(Table deleted)

(Paragraphs deleted) § 6.1.5 The Drawings are those included in the Project Manual dated XXXXXXXX:
(Table deleted)

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

- a. Project Manual for the Fountaindale Library Computer Lab Remodel project dated XXXXX 2019, incorporated herein by reference
- b. Contractor's Proposal dated XXXXX 2019 attached hereto as Exhibit A and incorporated herein by reference.
- c. Contractor's Compliance and Certification, attached hereto at Exhibit B and incorporated herein by reference
- d. Performance Bond and Labor and Material Payment Bond, attached hereto as Exhibit C and incorporated herein by reference.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), 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. 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. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, if applicable, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.5.3 The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except Contractor's record set shall be returned or suitably accounted for to the Owner on request upon completion of the Work.

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Building Information Models Use and Reliance

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

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally Omitted.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 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.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material or equipment so as to be able to complete the Work with the Contract Time, or fails to pay subcontractors or material suppliers timely,

or to remove or discharge within ten (10) days any lien filed upon the Owner's property or fund by anyone claiming by, through, or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract documents, or otherwise fails to carry out the 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 is 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.

§ 8.3 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, or fails to perform a duty under or comply with a provision of the Contract Documents or fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 8.2 of this Agreement, the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies, default, or neglect and may deduct the actual cost thereof, including the Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor. Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that: (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated, shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed; (c) the Contractor has visited and examined the Project site and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision.

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§ 9.1.2 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 8.1.2, 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.

§ 9.1.3 Except as otherwise required by the Contract Documents, 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.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention under the full-time supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and Owner in English. 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.

§ 9.2.2 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.

§ 9.2.3 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and approval by the Owner and in accordance with a Modification.

§ 9.3.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and

from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

§ 9.3.5 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, Owner's representative or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members of councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulations, the Architect or Owner's representative with the Owner's approval may require that other materials or equipment of equal kind and quality be provided at no additional cost to the Owner.

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials.

§ 9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§ 9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 9.4 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 faults and defects. 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 by persons other than Contractor or subcontractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner. Inability, failure or refusal of the subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Owner upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, or in any Certificate of Substantial or Partial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of Partial or Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where

the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 The Contractor shall comply with and give notices and permit inspections required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work or having jurisdiction of the Work. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. If the Contractor performs Work knowing it to be to the contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of public authorities or had it carried out its obligations under the Contract Documents generally, and under Section 9.1. of this Agreement in particular, should reasonably have known 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.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall 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.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.10.1 Parking & Traffic.

Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be backcharged to the Contractor.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove, and properly and lawfully dispose of as applicable waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor waives any right of contribution against, and shall indemnify and hold harmless Owner and its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any other party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

"Claims," "damages," "losses," and "expenses" as those words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of equipment or other mechanical or structural contrivance erected or construed by any person, or any or all other kinds of equipment whether or not the same is owned, furnished, or loaned by the Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) all costs and expenses incurred by the indemnified party; and (4) errors and omissions or defect in any submission made to Architect or its approval or review.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 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 and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 10.5 Based on the Architect's evaluations of the quality and progress of the Work and 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.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 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.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the name, trade and subcontract amount of each Subcontractor and supplier proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's written list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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 the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations thereunder after the occurrence of a default under the Contract by the contractor. 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 these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.5 All subcontracts shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and

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purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that the Owner may accept said assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract: (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with the Contractor and may not be withdrawn prior to Final Completion.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out

such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and the Contractor could not have discovered same in the exercise of reasonable diligence as required under subsection 9.1.1 of this Agreement, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 No change in the Work, whether by way of alteration or addition to the Work, shall be the bases of an addition to the Contract Sum or change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

ARTICLE 14 TIME

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

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

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The dates of Substantial Completion and Final Completion are the dates certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines and the Owner agrees, justify delay, then, as Contractor's sole remedy, the Contract Time shall be extended for such reasonable time as the Architect may determine. Notwithstanding the foregoing, delays of the Contractor to carry out its obligations under or in accordance with the provisions of the Contract, shall not extend the Contract Time.

§ 14.6 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first

Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor 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 Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten (10) 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress

payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Unless approved in advance by the Owner in writing payment shall be made on account of materials and equipment incorporated in the Work. If approved in advance by the Owner, payments shall be made on account of materials and equipment delivered and suitably stored and protected from damage and loss 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 delivered and suitably stored, and protected from damage and loss off the site at a location agreed upon in writing. The Owner may condition such approvals on such terms as the Owner in its discretion deems necessary for its protection.

§ 15.3.4 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 other encumbrances adverse to the Owner's interests.

§ 15.3.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 15.3.6 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor Partial Waiver, and by the Partial lien Waivers of Subcontractor and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language, as applicable, indicating either that: (i) all material was taken from fully paid stock and delivered to the job site in contractor's or subcontractors' own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or (ii) materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven (7) 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 of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, but not to the Contractor, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation to the Owner but not to the Contractor 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 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.

§ 15.4.3 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 15.4.2 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 15.4.1. If the Contractor and the 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 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on amounts withheld.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) 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. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a subcontractor irrespective of any delay in payment to the Contractor.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

§ 15.5.4 Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§15.5.5 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation sworn notarized contractor's statement, affidavits and waivers of lien).

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and has been accepted by Owner to receive all required occupancy permits.

"Punch List Items" mean and shall be limited to uncompleted items of Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch List Items.

§ 15.6.2 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.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's list, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion to the Owner for review and concurrence by the Owner which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof, with the exception of the items of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised the Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

§ 15.7.2 Final payment shall not become due until the Contractor has fully performed the contract, including but not limited to delivery of all manufacturer's and supplier's warranties, operating manuals, as-built drawings, and consent of the surety to final payment, pursuant to the Contract Documents, and has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or 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 costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

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

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

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or 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 9.15.

§ 16.2 Hazardous Materials and Substances

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

§ 16.2.2 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 16.2.1 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.

§ 16.2.3 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.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall procure insurance from insurance companies that have obtained A.M. Best ratings of no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable. Failure to maintain the required insurance may result in termination of the Contract at the Owner's option. Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence for at least three years following Substantial Completion of the Work.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form or a substitute form providing equivalent coverage, and shall cover liability arising from premise-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability Arising from pollution, explosion, collapse, or underground property damage.

For Contractor's Continuing Completed Operations Liability Insurance:

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation.

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 17.1.7 Intentionally omitted.

(Paragraph deleted)

§ 17.1.8. Intentionally omitted.

§ 17.1.9 Intentionally omitted.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) within ten (10) days upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1 or upon Owner's written request for same. The certificates will show the Owner and its elected and appointed officials, officers, employees, agents and volunteers as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions

during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

§ 17.1.13 All certificates shall provide for thirty (30) days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Upon receipt of notice from the Contractor, the Owner shall have the right to either stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor or terminate the Contract, at the Owner's option. In the event Owner does not terminate, the furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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 in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary 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 Article 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 to be covered, whichever is earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.2 Property Insurance

Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

(Paragraphs deleted)

§ 17.2.3 Other Insurance Provided by the Owner

The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.4 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

§ 17.2.5 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 17.2.6 Partial occupancy or use 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.

§ 17.2.7 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 the Contractor shall be named insureds.

§ 17.2.8 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.

§ 17.2.9 Notwithstanding any provision contained in Article 17, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

(Table deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 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 the Contract Documents on the date of execution of the Contract.

§ 17.3.2 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.

§ 17.3.3 If required by the Owner, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 23 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 105% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312 (2010 Edition), issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

§ 17.3.4 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 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. If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical, plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, 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 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. The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 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.

§ 18.6 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 the Work that is not in accordance with the requirements of the Contract Documents.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. 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) test, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Paul Mills
Fountaindale Library District

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, and such failure continues for a period of ninety (90) days after notice from the Contractor, the Contractor may, as its sole remedy, upon seven additional days' notice to the Owner and the Architect, unless this reason is cured prior to the expiration of the notice period, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in

connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

(Paragraphs deleted)

shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of the filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor

(Paragraphs deleted)

or otherwise breaches obligations under any subcontract with a Subcontractor; or if a lien or a notices of lien is filed against any part of the Project or Project funds or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the Contractor, and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

§ 20.2.2 Intentionally omitted.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.2.5 The Owner's right to terminate the contract pursuant to Section 20.3 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

(Paragraphs deleted)

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Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.1 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;

2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.2 In the event of termination by Owner for convenience, the sum payable to the Contractor for the Work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination, all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

§ 20.3.3 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 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.

§ 20.4.2 If suspension, delay or interruption ordered by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of the performance of this Contract, excluding profit caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

1. That the performance is, was, or would have been so suspended, delayed or interrupted by another cause, including without limitation the fault or negligence of the Contractor or any Subcontractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

ARTICLE 21 CLAIMS AND DISPUTES

(Paragraph deleted)

§ 21.1. Intentionally omitted.

§ 21.2 Notice of Claims

§ 21.2.1 Intentionally omitted.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 Intentionally omitted.

§ 21.6 Intentionally omitted.

§ 21.7 Intentionally omitted.

§ 21.8 Intentionally omitted.

§ 21.9 Intentionally omitted.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual

(Paragraphs deleted)

waiver includes, but is not limited to, 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 arising from the Work.

This waiver is applicable, without limitation, to all consequential damages due to Owner's termination in accordance with Article 20.

In any suit or action arising under this Contract this Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.

ARTICLE 22 OTHER CONDITIONS OR PROVISIONS,

§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off-site all construction material, trash, garbage and other debris.

§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable notice shall be made at least forty-eight (48) hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than seventy-two (72) hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§ 22.4 The following definitions are added to the Contract:

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and **"shown"** mean as described, detailed, discussed, scheduled, referenced, or called for in, or reasonably inferable from the Contract Documents in order to produce a first-class Work product.

"Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place and ready for operation and use, including any final connections, in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood whenever the direction or term "provide" is used.

§ 22.5 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications;
- (ii) This Agreement, except that the Special and Supplementary Conditions, if any, shall take precedence over the General Conditions of the Contract;
- (iii) Construction drawings.

ARTICLE 23 COMPLIANCE WITH LAWS/PREVAILING RATES OF WAGES

§ 23.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§ 23.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§ 23.3 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"). Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 23.4 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

§ 23.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and the District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor agrees to indemnify and hold harmless the District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the fifteenth (15th) day of each calendar month, in person, by mail, or electronically a certified payroll to the District with each monthly pay request in the form required by the Illinois Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely

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upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. The District may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

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

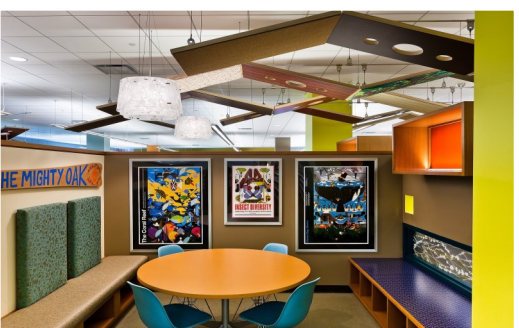
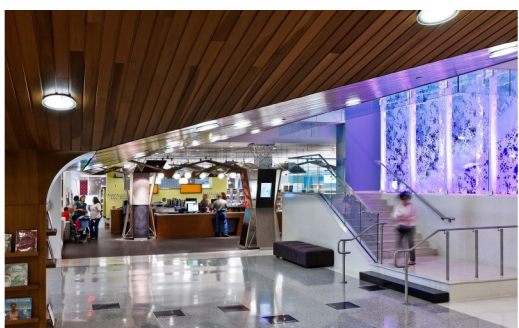
OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

2019 • RFP



Finance Department Banking Services

Due Date: Wednesday, June 26, 2019 by 2 p.m.

Paul D. Mills
Executive Director
630.685.4157

pmills@fountaindale.org

Jennie Nguyen
Finance Manager
630.685.4194

jnguyen@fountaindale.org

Fountaindale Public Library District
300 W. Briarcliff Road, Bolingbrook, IL 60440

Section I - General Information

- a. **Introduction and Mandatory Requirements** - The Fountaindale Public Library District (“the Library”) is requesting proposals to ensure the Library is receiving the highest quality banking services at a competitive price. The Library’s expectation upon completion of the Request for Proposal (RFP) process is to enter into a five (5) year contract, with the option for the Library to renew annually for another five (5) one year periods. This contract shall be canceled by either party for any reason upon sixty (60) days of written notification from one party to another.

Fees specified in this proposal will remain fixed for the duration of the initial 5-year contract period. Banking service charge adjustments for each optional renewal period (years 6 – 10) may be proposed but may not exceed the lesser of 5% or the Consumer Price Index (CPI) as of December of the preceding year.

Proposals should demonstrate the proposer bank’s cost effective and innovative approach to today’s banking needs as well as the rapidly changing demands of the future.

In accordance with the Fountaindale Public Library District’s Investment Policy (Section IV Safekeeping and Custody), the Library will not maintain funds in any financial institution that is not a member of the FDIC system or NCUA system. Furthermore, the Library will not maintain funds in a financial institution that is unwilling or incapable of posting the required collateral for funds in excess of the FDIC or NCUA insurable limits. The Library will not select, as a depository, any financial institution in which the Library funds on deposit will exceed 75% of the institution’s capital stock and surplus.

It is the policy of the Library to maintain investment and operating accounts locally whenever possible, though the depository bank will ultimately be selected on the basis of high quality products and services and maximizing earnings.

- b. **Account Description** - The Library was incorporated in 1970 and, according to the 2010 census had a population of 67,683. More recent estimates are that the population has grown to approximately 75,000. The Library is a non-home rule municipality under Illinois law. The Library is located approximately 25 miles southwest of Chicago in the Village of Bolingbrook and employs approximately 105 full-time and part-time staff members. The Library’s fiscal year begins on July 1 and ends on June 30.
- c. **Public Records** – The documents submitted in response to this request for proposals become a public record upon submission to the Library, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of the law. If the Library receives a request for inspection or copying of any such documents, it will promptly notify the organization that submitted the documents to the Library (by e-mail or fax) and upon the written request of the organization, received by the Library within three (3) days of the original request for information, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Library assumes no contractual obligation to enforce any exemption.

d. **RFP Schedule**

June 6, 2019		Distribution of RFP
June 26, 2019	2:00 PM	RFP Sealed Responses Due to Library
July 18, 2019		Initial Evaluation Complete
July 24, 2019		Optional Interviews (at the option of the Library)
August 15, 2019		Recommendation of award to Library Board
September 3, 2019		Implementation Date of Contract

- e. **Questions Regarding the RFP** – Requests for clarification or additional information should be e-mailed in advance to Finance Manager Jennie Nguyen at jnguyen@fountaindale.org. The list of questions and corresponding response will be posted to the Library’s website.
- f. **RFP Amendments** – In the event of a material modification, all known and/or potential proposers will be notified of an amendment to this RFP. If deemed necessary by the Library, proposers will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.
- g. **Proposal Submission** - Each proposer must submit one (1) original and four (4) written copies of their proposal. In addition, an electronic copy of the proposal and any supporting documentation must be submitted digitally. The complete proposal package must be submitted in a sealed envelope, clearly identified as “PROPOSAL FOR BANKING SERVICES.” The proposals may be mailed or delivered to:

Jennie Nguyen, Finance Manager
Fountaindale Public Library District
300 West Briarcliff Road
Bolingbrook, IL 60440

Proposals must be submitted by **2:00 PM on Wednesday, June 26, 2019**.

Proposers accept all risks of late delivery of mailed proposals regardless of fault. All proposals and accompanying documentation will become the property of the Library and will not be returned.

i. **Terms and Conditions** –

1. The Library reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Library also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items. The Library reserves the right to request clarification of information from any vendor or to request supplemental material deemed necessary to assist in the evaluation of the proposal. The Library reserves the right to effect any agreement deemed by the Library to be in its best interest. This RFP does not obligate the Library to accept or contract for any expressed or implied services.

2. In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after Library Board approval, the Library may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly.
3. The Library will not reimburse any vendors for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.
4. The information in this RFP indicates an estimate of the average number of transactions per month. This number is the Library's best estimate of the average volume and the Library in no way guarantees these as minimum or maximum volumes.
5. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract.
6. The contract may be terminated by either party by giving written notice to the other party at least sixty (60) calendar days before the proposed termination date. Under no circumstances will any damages be paid as a result of the termination of this contract
7. The Library also reserves the right to cancel its Banking Services Agreement without a sixty (60) day written notice if the bank is sold or merged with another bank. However, an automatic continuation of all terms of the agreement in the event of a merger or acquisition may occur as long as the financial institution guarantees in writing that they will continue to meet all required terms of the agreement.
8. The Library also reserves the right to terminate the "Banking Services Agreement" without a sixty (60) day written notice if the awarded bank fails to comply with any of the terms and conditions of this RFP.

Section II - Scope of Services

The Library seeks proposals from competing banks for the services identified in this section (Section II) of this RFP which include core banking services (those currently received by the Library) and non-core or additional services the Library would like to consider. The preferred arrangement would award a contract for all services to one Bank; however, the Library may consider an unbundled arrangement whereby one or more banks provide services. Cost proposals for additional services should be presented separately from the cost proposal for core banking services.

The scope of services for core depository services are identified on pages 6-8 of this RFP. Additional services are identified on pages 8-9 of this RFP. The Library is not obligated to procure any of the services enumerated in Section II.

- a. **Term of Agreement** - The banking services detailed in this section will be performed for the Library on a contractual basis.
- b. **Collateralization of Account Balances** - It is the policy of the Library to require security for all cash maintained in any financial institution designated as a depository. The Library is authorized to exercise this authority pursuant to the Illinois Public Funds Investment Act (30 ILCS 235). This statute states, in part, as follows: "Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities..."

All collateral pledged will be not less than 110% of the Library funds held by the institution in excess of the FDIC limits or NCUA limits. Collateral shall be valued at fair market value of the net amount of public funds to be secured at each institution. Pledged collateral will be held in safekeeping and evidenced by a safekeeping agreement. The banking institution awarded the contract must have a completed and executed collateral agreement with the Library before the start date of the contract.

Monthly reports detailing the adequacy of collateral must be supplied to the Library by the bank within five (5) business days of the close of each month via e-mail. The banking institution agrees to provide increased collateral as needed.

- c. **Account Structure** - The Library maintains its financial records on a fund basis of accounting in conformance with generally accepted accounting principles. In conjunction with this type of accounting, the Library currently utilizes commingled cash accounts which commingles monies into a single account with entitlement to the various portions of cash reflected in the Fund's general ledger accounts.

With the exception of a compensating balance account, all accounts will be set up as interest bearing checking accounts. Interest will be credited monthly based upon the weighted average daily balance of these accounts. The interest rate will be the rate proposed by the institution through this proposal on Exhibit B-2 and B-3.

Data has been provided on the attached Cost Proposal Form (Appendix B) to indicate the average daily balance over the past 12 months, the average number of deposits per month, the average number of checks clearing the accounts per month and various other statistical information which would be helpful for your institution in computing the fee proposal for the Library's accounts.

Currently the Library has a general commingled checking account for the majority of its deposit and payment activity, Petty cash accounts for miscellaneous payments and a Payroll account for bi-weekly payroll periods. Also, the Library has separate bank accounts established for various activities that are required to be separated by law or other specific reason, including General Fund (money market), Working Cash Fund (money market), Bond Fund (money markets), Special Reserve (money markets) and Building Project Fund (money market).

d. **Compensating Balances and Monthly Account Analysis**

The Library is asking each proposer to submit fee proposals both on a direct fee per item method with monthly payments for services rendered and a compensating balance payment method. The Library would like the option to pay for services either way based on what is best for the Library at the time.

If the direct fee per item method is chosen, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis report shall be made available electronically to the Library within 10 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume, similar to those provided in Appendix B which are those services currently on the sample account analysis statement from Bank of America, rather than being debited directly against Library deposits. The Bank shall submit an invoice to the Library monthly and fees will be paid within thirty (30) days of receipt or in accordance with the Illinois Prompt Payment Act.

If the compensating balance method is selected, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis report shall be made available electronically to the Library within 10 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume, similar to those provided in Appendix B which are those services currently on the sample monthly account analysis statement from Bank of America. Total charges will then be compared to total accumulated earning credits to determine the total net debit (due the bank) or credit (due the Library). The net debit or credit in the account will continue to accumulate in the analysis account from month to month and a “true-up” will occur at June 30 of each year. If a debit balance, the Library will pay the bank. If a credit balance, the bank will pay the Library. The Library will monitor the compensating balance on a periodic basis and adjust its compensating balance up or down with the objective of arriving at a net balance due to/from the Library of zero.

If no service fees would be charged in consideration for a specified amount of deposits being left on account for the term of the agreement, this should be stated on the Cost Proposal Form.

Upon termination of this agreement, any remaining balance in the analysis account shall be paid to the bank (if a debit balance) or to the Library (if a credit balance).

e. **On-line Banking** - The Library requires the successful proposer to provide “on-line”, internet-based banking services software accessible by web browser (e.g., Internet Explorer). The Library wishes to use on-line banking for the following, at a minimum:

1. Daily balance reporting (ledger, available and collected);
2. Detailed debit and credit postings (cleared checks, deposits, chargebacks, wire transfers in and out, interest payments, etc.) with ability to download data into Microsoft Excel spreadsheet format;
3. Initiation of internal account-to-account transfers;
4. Initiation of regular recurring wire transfers;
5. Initiation of ACH debit and credit transactions and creation of saved “instructions” or “templates” for recurring/repetitive ACH debit (collection) or credit (direct deposit) type transactions;
6. Placement of stop payment orders;

7. Ability to view a minimum of last twelve (12) months of statements.
 8. The bank shall also provide the Library with internet access to digital images of checks and stubs processed since the last billing cycle. These images should be archived for 7 years.
- f. **Transfers Between Accounts** - On a regular basis, the Library will make transfers between its various accounts. Transfers will be done electronically, via the internet, by the Library, except in instances where manual transactions are required (e.g., when online services are not available). Credit for any transfers must be given on the same day that the transfer is made.
- g. **ACH** – The bank must be both a “sending” and “receiving” bank on the Automated Clearing House system to accommodate a payroll direct deposit program and electronic payment collection programs for payments. Presently, the Library’s payroll and corresponding ACH direct deposit file are transmitted to the bank’s processing center electronically.

The Library also seeks ACH “block” and filtering capabilities for preventing unauthorized debits of Library bank accounts.

- h. **Availability of Funds** - Deposits will be made periodically during the business day (9:00 a.m. to 5:00 p.m.) to a designated cashier or location mutually agreed upon by the Library and the awarded bank. The Library will be given credit as collected funds all items which are cleared by the bank on the same day on which the deposit is made. Items deposited which clear at institutions located within the appropriate Federal Reserve Region will be considered collected funds within one business day. All other items deposited will be given credit as collected funds within two business days. The bank will also credit the Library’s accounts for incoming wire transfers on the day received regardless of the time of receipt during the day. All proposing banks are required to attach a copy of their current “availability schedule” to the proposal.
- i. **Wire Transfers** –

Incoming Wires. The Library intends to consider all wire transfers received by the bank prior to the end of the business day, as “available for investment” by the Library, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the bank, as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

Outgoing Wires. The awarded bank agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, by telephone, or by fax, if necessary. Wire transfers ordered and not received by the destination party by 5:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a “fail” to consummate an investment transaction.

The Library currently implements a call-back procedure for outgoing wire. The financial institution will call a specified individual when a wire transfer is initiated. Most importantly, the call back cannot go to any individual who had initiated the wire transfer. A unique authorization code will be assigned to each designated library representative(s). The financial institution will require an initial and secondary signed authorization to complete in-bank outgoing wire transfers.

Other Considerations. Bank agrees to provide copies of the wire transfer confirmation evidencing the amount, date, and time, as well as the wire transfer number for all outgoing wires on a daily basis to the Library Finance Department via a fax transmission.

- j. **Bank Statement and Advice Frequency** – Monthly statements will also be available on-line for access, and mailed as soon as they are available, but no later than five (5) business days after the end of the month. The bank will provide written documentation (debit/credit advises) included with the monthly account statements for all account adjustments made during the month.

As stated above, a monthly account analysis statement will be made available and delivered to the Library within ten (10) business days after the end of the month.

- k. **Returned Checks** – Returned checks for deposit items to the account will not be returned by the depository financial institution. Instead, the check will be presented for payment a second time. If the check is returned a second time, the bank will notify the Library by debiting the designated account, returning the check to the Library, and providing written notification the same day as the debit is made to the account.
- l. **Denial of Payment** – The financial institution will contact the Finance Manager or designee before denial of payment drawn on any Library account due to lack of funds.
- m. **Supplies** – The banking institution shall provide for all accounts duplicate deposit slips, locking bank deposit bags/money bags, and endorsement stamps as needed at no cost to the Library.
- n. **Deposit of Cash/Coins and Singles** – The Library will make weekly deposits that include cash made up of bills and coins. The bank agrees to count these singles/other bills and unsorted, unwrapped coins and include them in the deposits on the day received. Currently, the cash deposits average about \$1,000 per week.
- o. **Cashier's Checks/Money Orders/Gift Cards** – Occasionally the Library needs to acquire cashier's checks, money orders, or Visa gift cards. Please include the costs in your proposal for these items, if any.

The Library will occasionally, but rarely, utilized a Cashier's Check/Money Order as a method of payment/fund transfer. The bank institution shall require an initial and secondary signed written authorization to issue the Cashier's Check/Money Order.

Additional Banking Services

In addition to the current banking services received by the Library as described above, the Library would like to consider some enhanced banking services. Costs, if any, associated with the proposed enhanced services should be segregated from the cost proposal for core services.

- p. **Positive Pay** – Currently the Library has not implemented positive pay. However, the Library desires to evaluate the implementation of positive pay for all of its accounts at the start of this banking services contract.

- q. **Electronic Document Storage and Import/Export Capability** – The Library desires access to scanned images of cleared checks and other bank documents. Imaging methods that have an indexed format and that can be searched are preferred. The Library would like to consider uploading cleared check information into its financial system to avoid the manual process.
- r. **Credit Card Processing** - The Library currently accepts online credit card payments utilizing the Illinois State Treasurer’s E-Pay system. We currently accept Visa, MasterCard, and Discover and the convenience fee is charged to the payer. We would like to evaluate the option of including this in the Banking Services RFP considering the online and over-the-counter transactions including the current cards accepted. Please include the cost of new equipment in your proposal, if applicable.
- s. **Procurement Cards (“P-Cards”)** - The Library would also consider providing a corporate credit card for specified staff members to use for Library-related purchases. The Library will not pay an annual or other fee for these credit cards and prefers banks that offer a rebate on purchased amounts beginning with the first dollar spent. Proposers shall indicate the rebate formula offered. The Library should be able to limit the amount of any single purchase, the amount of daily purchases, and the type of vendor a cardholder may purchase from. The Library would also need to receive individual statements for each cardholder, as well as a consolidated statement for all charges for all cards, and would need the ability to view account activity on-line.
- t. **Investments** – The Library will periodically seek rates on investment of idle funds. The investments purchased will be outside this depository contract. However, the depository institution awarded this contract may quote on such investments, provided they comply with the Fountaindale Public Library District’s Investment Policy.

Section III - RFP Response Instructions

- a. **Proposal Format** – All banks wishing to submit a proposal must submit the following documents:
- Title Page including the proposal subject, bank name, contact person’s name, mailing address, e-mail address, phone number, fax number, and the date of the proposal
 - Background information of the Bank, including full name and principal address, local locations, basic information of the Bank as an institution, and summary of experience with local government clients
 - A description of the organization and location of the relationship team that will be assigned to the Library, including the experience of this relationship team
 - Scope of Services – Clearly describe the scope of required services, including the on-line services, and the additional banking services to be provided. Include a discussion of your bank’s approach to be used for compliance with the RFP
 - Cost Proposal Form – Appendix B
 - Earnings Credit Rate and Balance Required to Support \$1.00 of Services – Appendix B-4
 - Proposal Exception Form – Appendix C

- Proposed Implementation Schedule – Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider. Discuss your ability to meet the Library’s proposed schedule as indicated in this RFP.
- Contact Information for five (5) references (a minimum of three (3) must be governmental accounts) to which the proposer is currently providing banking services. Include the following listing with your proposal.
 - a. Contact Name
 - b. Title
 - c. Name of Customer
 - d. Address
 - e. Telephone Number
 - f. Fax Number
 - g. E-mail Address
 - h. # of Years as Customer
 - i. Services Utilized
- Audited financial statements and FDIC Call Reports for the past two (2) years as required by Illinois State Statute (30 ILCS 235/6) for any bank that will receive public funds.
- Disaster Recovery Procedures – how quickly will back-up facilities be activated?
- Additional Data and Other Information.
- Other banking services that may be of interest to the Library not previously mentioned.

If a proposer cannot meet any of the specifications, expectations, or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Library will assume full capabilities as described in Section II. Should third party vendors be necessary to provide any of the requested services, the detailed involvement of those parties and delineation of responsibilities should be explained in the appropriate sections.

Section IV - Proposal Evaluation

Proposals will be evaluated by a committee of Library staff. Evaluations will be based on criteria outlined herein which may be weighted by the Library in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP - The Library will consider all the material submitted to determine whether the proposer’s offering is in compliance with the RFP.
- B. Ability to Perform Required Services - The Library will consider all the material submitted by each proposer, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of, and has a history of, successfully completing contracts of this type. The proposer shall furnish acceptable evidence of their ability to perform, regarding such categories as

expertise/experience, equipment, facilities, and personnel qualified to perform requested duties. Failure or refusal to provide such information upon request may cause the proposal to be rejected.

- C. References – The Library may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- D. Fees - The Library will evaluate aggregate banking services cost, per identified activity, rate of interest paid on accounts, and overall cost effective approach to providing the services requested in this RFP.

Optional Interviews and Site Visits - The Library may, at its sole option, conduct interviews and/or site visits as part of the final selection process.

The inclusion in any proposal and/or in the related proposed banking services agreement of any language which directly or indirectly limits and/or in any manner purports to limit the liability of the bank for any negligence, malfeasance, and/or failure by the bank to perform its obligations under its proposed banking services agreement may, in the sole discretion of the Library, be grounds for disqualification of such proposal.

**PLEASE SUBMIT THE FOLLOWING
PAGES WITH YOUR PROPOSAL**

**ONE (1) ORIGINAL
AND
FOUR (4) COPIES**

**PROPOSAL FORM
BANKING SERVICES**

Company Name:
Contact Person:
Address:
City, State, Zip:
TX: ()
FX: ()
Signature:
E-Mail Address Required:

The proposer acknowledges receipt of the addenda as follows:

Addendum No. _____ Addendum No. _____ Addendum No. _____

This proposal is an offer which shall be considered accepted only after the Library Board authorizes the execution of the contract. In the event that this proposal is accepted and an award of contract is made, the proposer does hereby agree to deliver to the Library the signed and executed Contract as specified in the General Instructions within ten (10) working days after the date of such acceptance and notification thereof.

This proposal, when accepted and signed by an authorized signatory of the Library, shall become a contract binding upon the person, partnership, or corporation to supply or perform as specified, and upon the Library to accept the product or service.

**APPENDIX B
FOUNTAINDALE PUBLIC LIBRARY DISTRICT
COST PROPOSAL FORM**

Section I: Direct Fee per Item Monthly Statement Payment Method

Bank Depository Services	Estimated Annual Volume	Charge Per Item	Annual Service Charges
Account Maintenance	1		
Check Paid	1944		
Image Capture	1944		
Items Deposited	163		
Returned Checks	0		
Stop Payments	3		
Bank Service Fee	5		
Safe Deposit Box	1		
Cashier Check/Money Orders	1		
Wire Transfers:			
Incoming	4		
Outgoing	29		
ACH Transactions:			
Debits (ACH Withdrawals)	79		
Credits (ACH Deposits)	466		
Intra Account Transfers	67		

Other Services Not Included Above <i>(Please Itemized)</i>	Assumed Annual Volume	Charge Per Item	Annual Service Charges

Total Proposed Cost: _____

Average Monthly Amount (Total/12) _____

Balance Required to Support \$1.00 Services
(Exhibit B-2 and Exhibit B-3) _____

Required Monthly Compensating Balance _____

APPENDIX B-2 – Continued

BMO Harris Bank Average Monthly Operating Ledger Bank Balance:

01/31/18	\$201,369.27
02/28/18	\$267,002.10
03/31/18	\$279,746.65
04/30/18	\$295,324.67
05/31/18	\$290,404.75
06/30/18	\$299,258.30
07/31/18	\$318,022.51
08/31/18	\$338,494.79
09/30/18	\$159,102.56
10/31/18	\$359,202.52
11/30/18	\$366,319.43
12/31/18	\$409,722.02

Interest Rate:

Fixed _____ %

Variable:

Tied to T-Bill rate _____ (Basis Points)
(Indicate plus or minus for over/under)

Other Index _____ (Specify)

Name of Institution

Signature and Title

Date

APPENDIX B-3 – Continued

BMO Harris Bank Average Monthly Money Market (ALL) Ledger Bank Balance:

01/31/18	\$9,898,210.86
02/28/18	\$9,309,967.95
03/31/18	\$8,619,305.16
04/30/18	\$8,085,817.90
05/31/18	\$8,442,187.86
06/30/18	\$12,498,855.95
07/31/18	\$11,251,756.82
08/31/18	\$10,961,236.00
09/30/18	\$15,185,054.87
10/31/18	\$14,456,783.56
11/30/18	\$14,137,558.23
12/31/18	\$11,661,265.22

Interest Rate:

Fixed _____ %

Variable:

Tied to T-Bill rate _____ (Basis Points)
(Indicate plus or minus for over/under)

Other Index _____ (Specify)

Name of Institution

Signature and Title

Date

APPENDIX B-4

FOUNTAINDALE PUBLIC LIBRARY DISTRICT CALCULATION SUPPORTING EARNINGS CREDIT RATE AND BALANCE REQUIRED TO SUPPORT \$1.00 OF SERVICES

1. Please provide Earning Credit Rate (ECR): _____%

This is the rate used to value average investable balance. How is this rate assigned?

2. Please provide the balance required to support one dollar (\$1.00) of service charges:

Exception (Also included in Exhibit C)

$$\frac{365 \div 30 \text{ (days in November)}}{(\text{ } \%)} \\ = \text{_____}$$

$$\frac{365 \div 30 \text{ (days in November)}}{= \text{_____} (\text{ } \%)}$$

Banks should use the ECR proposed to complete the analysis.

APPENDIX C

**FOUNTAINDALE PUBLIC LIBRARY DISTRICT
Proposal Exception Form**

Name of Bank: _____

The proposing bank wishes to note exceptions to the following items in the Request for Proposal:

<u>Page Number</u>	Item	<u>Estimated (Costs)</u>
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May 16, 2019

From: Lea Pottle, Human Resources Manager
To: Board of Trustees
Subj: Employee Health Insurance Renewal for 2019/2020

History

- 2016/2017 – Total decrease for medical 3% and dental increase by 2.4%
Board approved annual allocation: \$7,250
- 2017/2018 – Total decrease for medical 9.92% and dental increase by 2%
Board approved annual allocation: \$6,550
- 2018/2019 – Total increase for medical 2.1% and dental increase by 5%
Board approved annual allocation: \$6,700

Background

- Health insurance coverage is with Blue Cross/Blue Shield of Illinois.
- Current total number of eligible full-time employees is 56.
- An allocation of \$500.00 is available for those employees who do not select health insurance allowing the employee the opportunity to select dental, vision, life or AFLAC products.
- Employees also have an option of additional health plans for an additional cost.
- Family coverage is available at the employee's expense.

Discussion

According to Management Association of Illinois 2018 Library Survey, the average percent of premium paid by a library for single coverage PPO from 85 area libraries participating is 82.2%.

Medical Renewal

BCBS of IL issued a renewal with a 0.1% overall decrease. Rob Duerr, our Account Executive with Mesirow Financial, worked with the underwriters in order to negotiate this favorable renewal for the District.

Dental Renewal

BCBS of IL issued a 2.5% increase to the District's current dental plan; average market increase is between 5-9% for our size segment. This increase is classified as a favorable renewal. The District will continue to offer the same two dental plans for employees.

Vision Renewal

No change in rates for vision coverage with EyeMed.

Life and Dependent Life Renewal

No change in rates for Life and Dependent Life renewal with Dearborn National.

Recommendation

Due to the relatively flat renewal rate for medical premiums and a minimal increase in dental premiums, a recommendation is being made for the District to increase the funding from \$6,700 to \$6,780 per employee.

Funding will cover the following percentages for Single Medical, Dental, and Vision coverages:

	Proposed 2019/2020	2018/2019	Employees covered
PPO-Select, Option 1	99.42%	99.42%	5
PPO-Select, Option 2	96.92%	96.93%	16
HMO	95.38%	92.45%	15
HDHP w/HSA	86.89%	90.33%	1
PPO+	78.29%	78.35%	8

Currently 5 Staff members do not enroll in the District's Group Medical coverages.

**The premium for Life Insurance is not included as it is paid for by the library. The annual premium for Life Insurance is \$6,048.00 for all benefit eligible employees.*

For those employees who do not elect medical coverage, it is recommended that the \$500.00 allocation continue with options to select Single Dental, Single Vision and Life Insurance. This amount is sufficient to cover the cost for these policies.

Suggested Motion: Motion to fund the allocation for insurance at \$6,780.00 per eligible employee for those employees selecting health insurance and to fund an allocation of \$500.00 for those employees who do not select health insurance but wish to select dental, vision, and life insurance.

FOUNTAINDALE PUBLIC LIBRARY DISTRICT CONDUCT POLICY

The Fountaindale Public Library District welcomes all individuals to use resources made available to the community. The Conduct Policy is designed to protect the rights of individuals who are in the library or use library materials or services, to protect the rights of staff members to conduct library business without interference, and to preserve and protect library materials and facilities.

Use of the Library is governed by the policy established by the Library Board of Trustees and any applicable rules or regulations adopted by the Library. The Executive Director as the executor of the policy for the Board of Trustees may exercise discretion in determining what use is “in the best interest of the Library” and is authorized to act accordingly, including limiting the use of the library by individuals and/or organizations whose activities interfere with Library operations, adversely affect public safety, or cause public disturbances. The Board of Trustees may modify, amend or supplement this policy as it deems necessary and appropriate.

SCOPE

This policy applies to all visitors to any facility, including vehicles, of the Fountaindale Public Library and their surrounding properties.

PROVISIONS

In order to provide a secure and comfortable environment for all library patrons and staff, the Library reserves the right to respond to any and all conduct that disturbs library patrons or staff, or that hinders others from using the library or library materials.

Examples of conduct and actions that are not permitted anywhere on library property include, but are not limited to:

1. Disorderly, disruptive or unruly conduct
2. Improperly checking out library materials
3. Using electronic devices with or without headphones at a volume and/or at a location disturbing to others
4. Bringing food or uncovered beverages outside the cafe area
5. Occupying areas of the library that are age inappropriate
6. Sleeping, inappropriate use of library furniture, or blocking of aisles, exits or entrances.

7. Having offensive body odor or personal hygiene which disrupts other patrons' ability to use the library.
8. Bathing, shaving, or washing clothing in public restrooms or other areas
9. Not wearing shoes and clothing that does not provides adequate body coverage at all times.
10. Campaigning, petitioning, proselytizing, or soliciting for any cause inside the library and/or in the immediate area surrounding the entrance or exits of the building. Placing of material in the library or on vehicles in the library's parking lot is prohibited.
11. Bringing pets or animals other than service animals necessary for disabilities and animals which are part of library-sponsored programming. Please note that service animals as defined by the Americans with Disabilities Act, the Illinois Service Animal Access Act and White Cane Law are allowed in accordance with federal and Illinois law.
12. Gambling.
13. Use of tobacco products in the library and/or within 25 feet of a library entrance or exit. This includes, but is not necessarily limited to, cigarettes, smokeless tobacco, herbal products and e-cigarettes.
14. Being under the influence or in possession of alcohol or any illegal substance
15. Public indecency.
16. Trespassing in non-public areas.
17. Remaining on library property after being asked to leave.
18. Damaging or defacing library materials or property.
19. Stealing or attempting to steal personal or library property.
20. Carrying or displaying simulated or real weapons on library property except for authorized law enforcement officials.
21. Threatening and/or violent behavior. Examples include but are not limited to: shoving; throwing things; fighting; verbally or physically harassing, bullying, or threatening other patrons or staff including stalking, or lurking.
22. Any violation of federal, state or local law or disregard of library regulations and policies.

ADMINISTRATION

Enforcement of the Conduct Policy will be conducted fairly and reasonably. Library privileges encompass access to property, services, and materials.

1. A person whose behavior violates this policy will be informed of the rules and asked to cease the behavior. Generally, except in cases of unlawful conduct or conduct which is immediately threatening to the safety of patrons or staff, a staff

member will give a person whose behavior violates any of these rules one warning, and will advise him or her of the course of action to be taken by the Library should the behavior continue. A copy of this policy will be available on request.

2. If the behavior continues, a staff member may require the person to leave the premises. Staff will notify the Police Department if an individual fails to heed staff requests.
3. Subsequent offenses, refusing to comply with staff instructions, unlawful conduct, or conduct which is immediately threatening to the safety of patrons or staff may result in the person having his or her library privileges limited or suspended for a period of up to one year or longer, depending on the severity of the offense. Persons whose privileges are limited or suspended in this manner will be required to meet with library staff before their privileges are reinstated.
4. A person whose behavior violates any of these rules may be asked to provide identification, including their library card. Refusing to provide identification or giving false information may result in being required to leave the premises or in having his or her library privileges limited or suspended.
5. Library materials must be properly checked out before removal from the premises. Patrons may be asked to provide proof of checkout.
6. A person responsible for damage to, or destruction or theft of Library property will have his or her library privileges suspended immediately. Privileges are not eligible to be reinstated until the person has compensated the Library for the full cost of damage, destruction or theft.

APPEAL AND REVIEW

A person who feels his or her library privileges have been wrongly limited or suspended may appeal the decision in writing to the Executive Director within 30 days of receiving notification. The decision of the Executive Director will be final.

The Board of Trustees of the Fountaindale Library District will review the conduct policy and regulations periodically, and reserves the right to amend them at any time. The Board authorizes the Executive Director to waive regulations under appropriate circumstances. The Executive Director is the chief person empowered to make

decisions regarding the availability and use of the library. The Executive Director may delegate authority.

Any appeals for changes to, or exceptions to, any portion of the conduct policy will be considered. An individual wishing to file an appeal shall submit it to the Executive Director in writing. The Executive Director will respond in writing.

DRAFT MAY 16, 2019

ORDINANCE 2019-2

AN ORDINANCE ESTABLISHING REGULATIONS FOR ELECTRONIC ATTENDANCE AT THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT BOARD MEETINGS

WHEREAS, the Fountaindale Public Library District, Will and DuPage County, Illinois, is a public body created and existing under the laws of the State of Illinois; and

WHEREAS, the Open Meetings Act, 5 ILCS 120/1 *et seq.* has been revised to permit electronic attendance at meetings of public bodies; and

WHEREAS, the Board of Trustees of the Fountaindale Public Library District, Will and DuPage County, Illinois ("Library Board"), believes and hereby declares that it is in the best interests of the Library Board to allow electronic attendance by Trustees at Library Board meetings, subject to certain conditions; and

WHEREAS, before electronic attendance may be permitted, procedural rules must be adopted by the Board of Trustees;

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF TRUSTEES OF THE
FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL and DUPAGE COUNTY, ILLINOIS AS FOLLOWS:**

Section 1: The foregoing recitals are incorporated in and made a part of this Ordinance as though fully set forth herein.

Section 2: The following regulations shall apply to electronic attendance at meetings of the Board of Trustees of the Fountaindale Public Library District (the "Board"):

1. If a quorum of the members of the Board is physically present as required by Section 2.01 of the Open Meetings Act, 5 ICLS 120/2.01, the Board may allow a physically absent Trustee to attend the meeting by other means if the Trustee is prevented from physically attending because of: (a) personal illness or disability; (b) employment purposes or the business of the public body; or (c) a family or other emergency; provided, no Trustee may attend a Board meeting by other means more than five times in any calendar year.
2. "Other means," as used in these regulations, shall mean by video or audio conference.
3. If a Trustee wishes to attend a meeting by other means, the Trustee must notify the recording secretary of the Library District before the meeting unless advance notice is impractical.
4. A Trustee may participate by other means at either an open meeting or a closed meeting of the Board.

5. Written minutes of all Board meetings, whether open or closed, shall include whether the Trustee was physically present or present by means of audio or video conference.
6. As the first item of business, the Trustees who are physically in attendance at a Library Board meeting shall determine, by majority vote, whether a Trustee who is not physically in attendance may participate in that meeting by other means. After such a vote in favor of participation, the remote Trustee may vote on matters before the Board.

Section 3: The language contained in this Ordinance shall be added to Article III of the By-Laws of the Library District. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby modified or repealed to the extent of such conflict. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remainder of this Ordinance.

Section 4: This Ordinance shall be in full force and effect from and after its adoption as provided by law.

Adopted by roll call vote this ____ day of _____, 2019.

AYES:

NAYS:

ABSTAIN:

ABSENT:

Margaret J. (Peggy) Danhof
President, Board of Trustees

ATTEST:

Steven J. Prodehl
Secretary, Board of Trustees

ORDINANCE 2019-3

AN ORDINANCE APPROVING AMENDMENTS TO THE BY-LAWS OF THE BOARD OF TRUSTEES OF THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT

WHEREAS, the Fountaindale Public Library District, Will and DuPage County, Illinois, is a public body created and existing under the laws of the State of Illinois; and

WHEREAS, the Fountaindale Public Library District desires to make certain amendments to its By-Laws; and

WHEREAS, the Board of Trustees of the Fountaindale Public Library District, Will and DuPage County, Illinois find that approving the By-Laws of the Board of Trustees of the Fountaindale Public Library District attached as Exhibit A is in the best interest of the District;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF TRUSTEES OF THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL and DUPAGE COUNTY, ILLINOIS AS FOLLOWS:

Section 1: The foregoing recitals are incorporated in and made a part of this Ordinance as though fully set forth herein.

Section 2: The By-Laws of Fountaindale Public Library District attached as Exhibit A are hereby approved.

Section 3: The Board of Trustees of the Fountaindale Public Library District, Will and DuPage County, Illinois are authorized to take such further actions as may be necessary to carry out the purpose of this Ordinance.

Section 4: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby modified or repealed to the extent of such conflict. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remainder of this Ordinance.

Section 5: This Ordinance shall be in full force and effect from and after its adoption as provided by law.

Adopted by roll call vote this ____ day of _____, 2019.

AYES:

NAYS:

ABSTAIN:

ABSENT:

Margaret J. (Peggy) Danhof
President, Board of Trustees

ATTEST:

Steven J. Prodehl
Secretary, Board of Trustees

**BY-LAWS OF THE BOARD OF TRUSTEES OF THE
FOUNTAINDALE PUBLIC LIBRARY DISTRICT**

**ARTICLE I
OFFICE**

The principal office of the Fountaindale Public Library District shall be located at the Fountaindale Public Library, 300 West Briarcliff Road, Bolingbrook, Illinois, 60440. The District may have such other offices within the boundaries of the District as the business of the District may require from time to time.

**ARTICLE II
BOARD OF TRUSTEES**

SECTION 1. The Board of Trustees shall consist of seven (7) members unless otherwise prescribed by law, such as if a vacancy occurs.

SECTION 2. The term of office for Trustees shall be six (6) years.

SECTION 3. Trustees shall be nominated and elected in accordance with current Illinois election Code (10 ILCS 5/1-1 ~~set.~~ seq.) and Public Library District Act of 1991, as amended from time to time (the "ACT") (75 ILCS 16/1 et seq~~→.~~).

SECTION 4. ~~Vacancies that occur on the Board of~~ The Trustees shall take their oath of office as prescribed in Illinois law.

SECTION 5. ~~be filled in accordance~~ Resignation - Any Trustee may resign at any time by giving written notice to the President or Secretary. Such resignation shall take place effective when the notice is delivered unless the notice specifies a future date; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Upon receipt of such resignation, the Board President or designee will notify the Board of the resignation. A vacancy will be declared by the Board pursuant to 75 ILCS 16/30-25.

SECTION 6. Conflict of Interest – Subject to the limitations listed in the Illinois Gift Ban Act, 5 ILCS 430/10-10, *et. al.*, Board members and officers will not solicit or accept gifts, loans, gratuities, discounts, favors, hospitality, or services. Trustees who must take an official action that may be construed as conflicting with ~~the~~ personal, family, monetary, or employment interests should abstain from official action if there is no reasonable way to eliminate the conflict. Trustees will not engage in economic activity that involves the use or sale of information gained in the course of official duties in addition to any applicable provisions of the ~~Act~~ State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq.

SECTION 7. Right to Indemnification - The Library will indemnify any present or former Trustee, officer, employee or agent to the fullest extent possible under applicable law against expenses, including attorneys' fees, judgments, fines, settlements and reasonable expenses, actually incurred by such person relating to his or her conduct as a Trustee, officer, employee,

member or agent of the Library, except that indemnification shall not apply: to a breach of the duty of loyalty to the Library; for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; for a transaction from which such person derived an improper personal benefit; or against judgments, penalties, fines and settlements arising from any proceeding by or in the right of the Library, or against expenses in any such case, where such person shall be adjudged liable to the Library.

SECTION 8. Insurance - The Library may purchase and maintain insurance on behalf of any person to the fullest extent permitted by applicable law.

SECTION 9. Trustees shall serve without compensation but shall be reimbursed with District funds for their actual and necessary expenses incurred in the performance of their duties.

SECTION ~~6~~10. The Trustees acknowledge that the By-Laws and library policies must comply with all applicable laws.

ARTICLE III MEETINGS

SECTION 1. REGULAR MEETINGS. The Board of Trustees shall hold regular monthly meetings which shall normally be held on the third Thursday of each month at the hour of 7 p.m.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Trustees may be called by the President or the Vice President or by any four (4) Trustees.

SECTION 3. PLACE OF MEETING. The Board of Trustees may designate any place convenient and open to the public as the place of meeting for the regular meeting. The Board of Trustees shall annually prepare a schedule of meetings showing date, time, and place; and shall publish this schedule prior to January 1 of each year; and shall post it in the ~~libraries~~library. The person or persons authorized to call special meetings of the Board of Trustees may designate any place convenient and open to the public as the place for holding any special meeting called by them. If no designation is made the place of meeting shall be in the Second Floor Board Room, 300 West Briarcliff Road, Bolingbrook, Illinois, 60440.
~~place of meeting shall be the District office.~~

SECTION 4. CONDUCT OF MEETINGS. All meetings of the Board of Trustees, whether regular or special, shall be open to the public and shall be conducted in accordance with the Illinois Open Meetings Act (5 ILCS 120/1-1 *et seq.*).

SECTION 5. NOTICE OF SPECIAL MEETINGS. In addition to the notice required by the Illinois Open Meetings Act, written or printed notice stating the place, day, and hour of the special meeting, and the purpose or purposes for which ~~the~~ meeting is called, shall be delivered to each ~~Trustees~~Trustee, either personally or by ~~mail~~email. If ~~mailed by email~~, such notice shall be deemed to be delivered when ~~deposited in the United States mail, addressed~~sent to the ~~Trustee at the address as it appears on the records of the~~Trustee's formal Library District, with postage prepaid thereon. email address.

SECTION 6. QUORUM. A quorum at any meeting of the Board of Trustees of this District shall consist of four (4) Trustees; ~~provided, that if fewer than four (4) of the Trustees are represented at any meeting, a majority of the Trustees at the meeting may adjourn the meeting from time to time. If~~ If a quorum is present, the affirmative vote of the majority of Trustees in attendance at the meeting shall be the act of the Board of Trustees, unless a vote of greater number is otherwise required by law.

SECTION 7. VOTING. Each Trustee, including the President of the Board of Trustees, present at a meeting of the Board of Trustees shall be entitled to one (1) vote upon each matter submitted ~~to~~for a vote at the meeting.

~~SECTION 8. MANNER OF VOTING. All votes on any questions shall be by roll call.~~

SECTION 8. REMOTE ATTENDANCE. If a quorum of the members of the Board is physically present as required by Section 2.01 of the Open Meetings Act, 5 ICLS 120/2.01, the Board may allow a physically absent Trustee to attend the meeting by other means if the Trustee is prevented from physically attending because of: (a) personal illness or disability; (b) employment purposes or the business of the public body; or (c) a family or other emergency; provided, no Trustee may attend a Board meeting by other means more than five times in any calendar year. "Other means," as used in these regulations, shall mean by video or audio conference. If a Trustee wishes to attend a meeting by other means, the Trustee must notify the recording secretary of the Library District before the meeting unless advance notice is impractical. A Trustee may participate by other means at either an open meeting or a closed meeting of the Board. Written minutes of all Board meetings, whether open or closed, shall include whether the Trustee was physically present or present by means of audio or video conference. As the first item of business, the Trustees who are physically in attendance at a Library Board meeting shall determine, by majority vote, whether a Trustee who is not physically in attendance may participate in that meeting by other means. After such a vote in favor of participation, the remote Trustee may vote on matters before the Board.

SECTION 9. MANNER OF VOTING. All votes on any questions shall be by roll call.

ARTICLE IV OFFICERS

SECTION 1. NUMBER. The officers of the Board of Trustees of the District shall be President; a Vice-President; a Treasurer; and a Secretary. Each office shall be held by a different Trustee.

SECTION 2. ELECTION AND TERM OF OFFICE. Officers of the Board of Trustees shall be elected at the regular May meeting of the Board of Trustees following each biennial election. The term of office shall be two (2) years ending on the 30th day of April of each odd numbered year. Each officer shall hold office until a successor shall have been duly elected or appointed.

~~SECTION 3. VACANCIES. Vacancies created by death, expiration of term as Trustee without being reelected, resignation, or other reason for disqualification may be filled at any meeting of the~~

~~Board of Trustees for the unexpired portion of the term or until the next biennial election, whichever date first occurs.~~

SECTION 3. VACANCIES. Pursuant to the 75 ILCS 16/30-25, vacancies shall be declared in the office of trustee by the board when an elected or appointed trustee (i) declines, fails, or is unable to serve, (ii) becomes a nonresident of the district, (iii) is convicted of a misdemeanor by failing, neglecting, or refusing to discharge any duty imposed upon him or her by this Act, or (iv) has failed to pay the library taxes levied by the district. Absence without cause from all regular board meetings for a period of one year shall be a basis for declaring a vacancy. Vacancies shall be filled by appointment by the remaining trustees until the next regular library election, at which time a trustee shall be elected for the remainder of the unexpired term. If, however, the vacancy occurs with less than 28 months remaining in the term, and if the vacancy occurs less than 88 days before the next regular scheduled election for this office, then the person so appointed shall serve the remainder of the unexpired term and no election to fill the vacancy shall be held.

ARTICLE V DUTIES OF THE PRESIDENT

SECTION 1. The President shall be the principal officer of the Board of Trustees.

SECTION 2. The President may sign, with the Secretary or any other proper officer of the Board of Trustees or person authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed.

SECTION 3. The President shall preside over all meetings of the Board of Trustees.

SECTION 4. The President shall appoint the Chairs and members of any committees deemed necessary by the Board of Trustees.

SECTION 5. The President shall be the ex-officio member of any committee established by the Board of Trustees.

SECTION 6. The President shall recommend to the Board an attorney to be retained by the Board for the District.

SECTION 7. The President shall prepare an agenda for every meeting of the Board of Trustees.

SECTION 8. The President shall not have nor exercise veto powers.

SECTION 9. When there is a vacancy on the Board of Trustees, the President along with the advice and consent of the Board shall recommend a successor Trustee to be appointed in accordance with the Act.

SECTION 10. The President shall, in general, perform all such other duties as may prescribed by law, or by ordinance, or by resolution of the Board of Trustees, and shall take care that such laws, ordinances, and resolutions are faithfully executed.

ARTICLE VI DUTIES OF THE VICE PRESIDENT

SECTION 1. The Vice President shall preside at all meetings of the Board of Trustees during which the President is absent.

SECTION 2. The Vice President shall be responsible for organizing workshops, retreats, and in-service days that may be conducted by the Board of Trustees.

SECTION 3. The Vice President shall be responsible for coordinating the long range planning efforts of the Board of Trustees.

ARTICLE VII DUTIES OF THE SECRETARY

SECTION 1. The Secretary shall keep the corporate seal and all papers belonging to the District.

SECTION 2. The Secretary shall attend all meetings of the Board of Trustees and keep minutes of such meetings. The minutes shall include the names of those in attendance, the ordinances enacted, resolutions, rules and regulations adopted, and a record of all other pertinent matters that ~~affect~~effect the operation of the District. Copies of all papers filed with the Secretary, transcripts from journals and other records and files of the Secretary's office, certified under the corporate seal of the District, shall be evidence in all courts in like manner as if the original were produced.

SECTION 3. The Secretary shall insure that all notices are duly given as required by law.

SECTION 4. The Secretary shall insure that the corporate seal of the District is affixed to all documents, the execution of which on behalf of the District under its seal is duly authorized by law.

SECTION 5. The Secretary shall keep a register of the names, home addresses, mailing addresses, and telephone numbers of the Trustees of this District, which information shall be furnished to the Secretary by the several Trustees.

SECTION 6. The Secretary shall record, in a book to be kept for that purpose, all ordinances adopted by the Board of Trustees. At the foot of the record of each ordinance so recorded a memorandum shall be made showing the date of passage and the date of publication or posting of such ordinance. This record and memorandum, or a certified copy thereof, shall be prima facie evidence of the passing and legal publishing or posting of such ordinances for all purposes whatsoever.

SECTION 7. The records of the Secretary shall be subject to an audit by two (2) other Trustees, appointed by the President, as prescribed in the Act,

SECTION 8. The Secretary shall have the power to administer oaths and affirmations for the purposes of the Act.

ARTICLE VIII DUTIES OF THE TREASURER

SECTION 1. The Treasurer of the District shall give bond to the District to faithfully discharge the duties of the office and to account to the District for all District funds coming into the hands of the Treasurer and which bond shall be in such amount and with such sureties as shall be approved by the Board. The amount of the bond shall be based upon a minimum of fifty percent (50%) of the total funds received by the District in the last previous fiscal year. The cost of any surety bond shall be borne by the District.

SECTION 2. The Treasurer shall receive all monies belonging to the District and shall keep and maintain accounts and records of the District which reflect all receipts, disbursements, and balances in any of the District funds. These accounts and records shall always be subject to the inspection of any member of the Board of Trustees.

SECTION 3. The Treasurer shall promptly deposit or cause to be deposited all monies belonging to the District in the name of the District in such banks or other depositories as shall be selected by the Board of Trustees and pursuant to 75 ILCS 16/35-25.

SECTION 4. The Treasurer shall insure that District funds are fully invested at all times in interest bearing accounts as shall be approved by the Board of Trustees.

SECTION 5. The Treasurer shall at the end of each and every month, and more often if required by the Board of Trustees, submit an accounting to the Board of Trustees showing the status of the District treasury at the date of such accounting and the balance of funds in the treasury. This accounting shall be accompanied by a statement of all receipts into the treasury and all expenditures made by the treasury on behalf of the District. This accounting and statement shall be filed with the Secretary.

SECTION 6. An audit for each fiscal year shall be conducted by an accountant authorized to practice public accounting under the laws of the State of Illinois.

SECTION 7. In the absence of both the President and the Vice President, the Treasurer shall preside at the meeting.

ARTICLE IX

COMMITTEES

SECTION 1. The Board of Trustees shall meet as a committee of the whole for those activities which require committee action. However, the President may appoint separate committees or liaisons as may be determined by the Board of Trustees.

ARTICLE X CONTRACTS, CHECKS AND DEPOSITS

SECTION 1. The Board of Trustees may authorize any officer or officers or employee or employees of the District to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such authority may be general or confined to specific instances.

SECTION 2. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the District shall be signed by such officer or officers of the Board of Trustees or employee or employees of the District and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

SECTION 3. All funds of the District not otherwise employed shall be deposited in a timely manner to the credit of the District in interest bearing accounts in such banks or other depositories as the Board of Trustees may select.

ARTICLE XI BOOKS AND RECORDS

The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Trustees, and shall keep a record of the names, addresses, and telephone numbers of the Trustees. To the extent required by law and subject to the Library Records Confidentiality Act, 75 ILCS 70/1 and other applicable laws, books and records of the District are open to inspection by any person residing in the District at all reasonable and proper times.

ARTICLE XII FISCAL YEAR

The fiscal year of the District shall commence on July 1st and close on June 30th of each and every year.

ARTICLE XIII CORPORATE SEAL

SECTION 1. The Corporate Seal of the District shall be in circular form and so constructed as to impress upon paper around the outer edge of said seal the words "THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT" and in the interior or center of said circle the words "CORPORATE SEAL ILLINOIS", and such seal is hereby adopted and declared to be a seal of the District. Said seal shall be used in all cases where it shall be required by the laws of the United States of America, the law or laws of any of the several States, or in the ordinances of the District.

SECTION 2. Said seal shall be kept in the District office.

ARTICLE XIV
RULES OF PROCEDURE AND ORDER OF BUSINESS

The current edition of "Roberts' Rules of Order" shall govern the proceedings of the Board of Trustees except when in conflict with the foregoing rules.

ARTICLE XV
AMENDMENTS

These By-Laws may be amended by an ordinance proposed at any regular meeting of the Board of Trustees which is adopted at the next succeeding meeting.



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State and State Librarian

ILLINOIS STATE LIBRARY
Gwendolyn Brooks Building
300 South Second Street
Springfield, Illinois 62701-1796

April 29, 2019

Mr. Paul Mills
Fountaindale Public Library District
300 West Briarcliff Road
Bolingbrook, Illinois 60440-2844

Dear Mr. Mills:

This is a reminder that public library districts are statutorily required to inform the State Librarian of board member changes and vacancies. As stipulated in the Public Library District Act of 1991, 75 ILCS 16/30-40(d), the secretary of the board of trustees shall report a vacancy on the board to the county clerk and the State Librarian within 60 days after it occurs and shall report the filling of a vacancy within 60 days after it is filled.

Please submit the information by email to: ISL_districtboards@ilsos.net including the name of your library district. Information to be included when a vacancy is filled: name, address and term in office.

Thank you for continuing to provide outstanding public service to your library patrons.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg M. McCormick'.

Greg McCormick, Director
Illinois State Library

cc: Peggy Danhof, Board President

GM:ldg

Fountaindale Public Library District

Cash and Investment

April 30, 2019

	Beginning Balance	Net Change-YTD	Ending Balance
Cash and Investments			
Cash			
Cash Checking	\$83,701.20	\$673,355.36	\$757,056.56
Cash Checking/Payroll	\$31,492.47	\$156,532.41	\$188,024.88
Petty Cash	\$2,300.00	\$129.25	\$2,429.25
Total Cash	\$117,493.67	\$830,017.02	\$947,510.69
Investments			
Investment - General/BMO Harris MM	\$8,109,319.56	(\$2,872,724.41)	\$5,236,595.15
Investment - General/IL Funds/MM	\$67,203.39	\$2,565.56	\$69,768.95
Investment - IL Funds/INB/E-Pay	\$28,993.66	\$26,986.97	\$55,980.63
Investment - Special Reserve/BMO Harris MM	\$1,958,998.32	\$74,842.92	\$2,033,841.24
Investment - Working Cash/BMO Harris MM	\$878.27	\$1,069,283.23	\$1,070,161.50
Investments - Working Cash/Madison	\$629,365.30	(\$629,365.30)	\$0.00
Investment - Working Cash/MM	\$22,179.12	(\$22,179.12)	\$0.00
Investment - Morgan Stanley - CD/Bond	\$416,621.26	(\$416,621.26)	\$0.00
Investment - Special Reserve/PMA	\$11,258,640.05	\$2,462,177.00	\$13,720,817.05
Total Investments	\$22,492,198.93	(\$305,034.41)	\$22,187,164.52
Bond Fund			
4-1211-40 Invest/BMO Harris MM Account	\$1,105,143.03	(\$1,102,147.86)	\$2,995.17
Total Bond Fund	\$1,105,143.03	(\$1,102,147.86)	\$2,995.17
Building Project Fund			
9-1221-90 Bond Proceeds Invest - 2009	\$547,583.63	(\$547,583.63)	\$0.00
9-1211-90 Invest/BMO Harris MM Account	\$6,135.82	\$22,315.91	\$28,451.73
Total Building Project Fund	\$553,719.45	(\$525,267.72)	\$28,451.73
Total Cash and Investments	\$24,268,555.08	(\$1,102,432.97)	\$23,166,122.11

Special Res. PMA - 2.39%
General - IL Fund - 2.447%
Money Market BMO Harris - 2.544%

Fountaindale Public Library District

Revenue Report

April 30, 2019

	Current Month	Year to Date	Percent Collected	Budgeted Receipts	Uncollected Receipts
Revenue					
Revenue Funds 1-8					
Property Tax - Will - 2018 - Est.	\$0.00	\$0.00	0.00 %	\$4,103,133.00	\$4,103,133.00
Property Tax Dupage 2018 - Est.	\$0.00	\$0.00	0.00 %	\$83,737.00	\$83,737.00
Property Tax Will - 2017	\$0.00	\$4,022,918.73	99.73 %	\$4,033,911.00	\$10,992.27
Property Tax Dupage - 2017	\$0.00	\$79,582.45	96.67 %	\$82,325.00	\$2,742.55
Other Tax	\$244,751.37	\$316,006.45	94.59 %	\$334,070.00	\$18,063.55
Interest	\$37,022.69	\$517,059.59	298.65 %	\$173,131.00	(\$343,928.59)
Fines	\$9,005.97	\$60,301.41	241.21 %	\$25,000.00	(\$35,301.41)
Copy Machines	\$1,187.82	\$7,209.09	120.15 %	\$6,000.00	(\$1,209.09)
Fax Machine	\$653.90	\$5,930.17	118.60 %	\$5,000.00	(\$930.17)
Book Sales	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
Printing	\$2,157.90	\$20,165.65	126.04 %	\$16,000.00	(\$4,165.65)
Miscellaneous	\$151.04	\$12,721.76	101.77 %	\$12,500.00	(\$221.76)
Reimbursements	\$514.88	\$5,450.04	121.11 %	\$4,500.00	(\$950.04)
Board Reimbursements	\$0.00	\$108.80	21.76 %	\$500.00	\$391.20
Leases	\$300.00	\$300.00	100.00 %	\$300.00	\$0.00
Grant Income	\$0.00	\$84,603.75	99.41 %	\$85,104.00	\$500.25
Total Operating Funds	\$295,745.57	\$5,132,357.89	57.25 %	\$8,965,211.00	\$3,832,853.11
Building Project Fund Revenue					
Proceeds From Bond Sale	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
Interest Building Project Fund	\$59.37	\$779.11	0.00 %	\$0.00	(\$779.11)
Total Building Project Fund	\$59.37	\$779.11	0.00 %	\$0.00	(\$779.11)
Bond Fund					
Property Tax - Will 2018 - Est.	\$0.00	\$0.00	0.00 %	\$1,394,959.00	\$1,394,959.00
Property Tax - Dupage 2018 - Est.	\$0.00	\$0.00	0.00 %	\$28,469.00	\$28,469.00
Property Tax - Will 2017	\$0.00	\$1,291,702.84	99.71 %	\$1,295,466.00	\$3,763.16
Property Tax - Dupage 2017	\$0.00	\$25,795.03	97.57 %	\$26,438.00	\$642.97
Interest Bond Fund	\$6.25	\$16,537.72	165.38 %	\$10,000.00	(\$6,537.72)
Interest Rebate Payment - BAB	\$0.00	\$165,757.40	100.21 %	\$165,403.00	(\$354.40)
Total Bond Fund	\$6.25	\$1,499,792.99	51.35 %	\$2,920,735.00	\$1,420,942.01
Total Revenue	\$295,811.19	\$6,632,929.99	55.80 %	\$11,885,946.00	\$5,253,016.01

Fountaindale Public Library District

Expenditure Report

April 30, 2019

	Current Month	Year to Date	% Expended	Working Budget	Unexpended Budget
Expenditures					
Total Expenditures - Operating Funds					
General Fund Expenditures					
Personnel Expense	\$323,602.06	\$3,503,207.20	75.30 %	\$4,652,400.00	\$1,149,192.80
Contractual Services	\$55,640.06	\$1,046,979.52	75.33 %	\$1,389,815.00	\$342,835.48
Supplies & Utilities	\$31,811.78	\$365,039.08	61.71 %	\$591,500.00	\$226,460.92
Library Materials	\$60,167.15	\$635,031.54	54.54 %	\$1,164,285.00	\$529,253.46
Capital Expenditures	\$23,710.64	\$110,219.37	25.39 %	\$434,162.00	\$323,942.63
Miscellaneous	\$4,984.81	\$38,096.82	54.42 %	\$70,000.00	\$31,903.18
Per Capita Grant	\$0.00	\$0.00	0.00 %	\$84,604.00	\$84,604.00
Other Grant Expenditures	\$0.00	\$250.00	50.00 %	\$500.00	\$250.00
Total General Fund Expenditures	\$499,916.50	\$5,698,823.53	67.95 %	\$8,387,266.00	\$2,688,442.47
Other Fund Expenditures					
Audit Fund Expenditures	\$0.00	\$8,650.00	86.50 %	\$10,000.00	\$1,350.00
Liability Insurance Fund Expenditures	\$0.00	\$75,666.87	57.11 %	\$132,500.00	\$56,833.13
Soc Sec/IMRF Fund Expenditures	\$56,363.84	\$696,637.63	74.71 %	\$932,501.00	\$235,863.37
Special Reserve Fund Expenditures	\$0.00	\$0.00	0.00 %	\$40.00	\$40.00
Maintenance Fund Expenditures	\$17,897.39	\$252,924.84	80.29 %	\$315,000.00	\$62,075.16
Total Other Fund Expenditures	\$74,261.23	\$1,033,879.34	74.38 %	\$1,390,041.00	\$356,161.66
Total Expenditures - Operating Funds	\$574,177.73	\$6,732,702.87	68.86 %	\$9,777,307.00	\$3,044,604.13
Building Project Fund Expenditures					
	(\$366.24)	\$11,465.66	0.00 %	\$0.00	(\$11,465.66)
Total Building Project Fund Expenditures	(\$366.24)	\$11,465.66	0.00 %	\$0.00	(\$11,465.66)
Bond Fund Expenditures					
Principal Payment - 2008	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
Interest Payment - 2008	\$0.00	\$33,600.00	100.00 %	\$33,600.00	\$0.00
Principal Payment - 2009	\$0.00	\$1,475,000.00	100.00 %	\$1,475,000.00	\$0.00
Interest Payment - 2009	\$0.00	\$307,250.00	55.31 %	\$555,500.00	\$248,250.00
Principal Payment - 2009B	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
Interest Payment - Bond 2009B	\$0.00	\$505,975.00	100.00 %	\$505,975.00	\$0.00
Principal Payment - 2016A	\$0.00	\$85,000.00	100.00 %	\$85,000.00	\$0.00
Interest Payment - 2016A	\$0.00	\$191,100.00	100.00 %	\$191,100.00	\$0.00
Escrow Expenditures	\$0.00	\$393,170.83	0.00 %	\$0.00	(\$393,170.83)
Principal Payment - 2018	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
Interest Payment - 2018	\$0.00	\$65,979.17	0.00 %	\$0.00	(\$65,979.17)
Total Bond Fund Expenditures	\$0.00	\$3,057,075.00	107.41 %	\$2,846,175.00	(\$210,900.00)
Total	(\$366.24)	\$3,068,540.66	107.81 %	\$2,846,175.00	(\$222,365.66)

Fountaindale Public Library District
Expenditure Report
April 30, 2019


	<u>Current Month</u>	<u>Year to Date</u>	<u>% Expended</u>	<u>Working Budget</u>	<u>Unexpended Budget</u>
Total Expenditures - All Funds	\$573,811.49	\$9,801,243.53	77.64 %	\$12,623,482.00	\$2,822,238.47

Fountaindale Public Library District

Bills Paid - Operating Account

MAY - 2019

Payee Name	Description	Payment Date	Check/Draft Number	Account Number	Payment Amount
AFLAC	Employer Insurance Contribution - April 2019	05/01/2019	759	1-4192-10	\$435.60
Blue Cross Blue Shield of Illinois	Employer Insurance Contribution - May 2019	05/01/2019	51549	1-4192-10	\$26,827.38
Dearborn National Life Insurance Company	Employer Insurance Contribution - May 2019	05/01/2019	51545	1-4192-10	\$487.50
Fidelity Security Life Insurance/EYEMED	Employer Insurance Contribution - May 2019	05/01/2019	51550	1-4192-10	\$141.05
Illinois Municipal Retirement Fund	Employer Contribution - April 2019	05/01/2019	757	5-4142-10	\$23,383.91
LIMRiCC Unemployment Compensation Group Account	Unemployment Insurance - Quarter ending March 31, 2019	05/01/2019	51546	3-4143-10	\$2,785.66
MIR Appraisal Services, Inc.	Retainer Fee - Artwork Appraisal - Date of Service 05/01/2019	05/01/2019	51547	1-4253-10	\$800.00
Victoria Fosu	Patron Refund - Book "Impossible Clue"	05/01/2019	51548	1-3310-30	\$12.99
					<u>\$26,982.56</u>


 Jennie Nguyen, Finance Manager

Gross Payroll & FICA Expense - APRIL 2019
 Gross Payroll \$288,414.24
 FICA \$21,401.33
 Total Gross Payroll & FICA **\$309,815.57**

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<u>General Fund</u>				
<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
1000Bulbs.com	Building Bulb & Bookmobile Ballasts - PO5847-1819	W01600128	1-4235-29	\$ 55.65
	<i>Totals for 1000Bulbs.com</i>			<u>\$ 55.65</u>
Allegra Print & Imaging	N'tl Library Week & Library Rewards Bkm Signs - PO5822-1819	14631	1-4731-10	300.00
	<i>Totals for Allegra Print & Imaging</i>			<u>\$ 300.00</u>
Allyse Schiller	Mileage - 4/8/19-4/30/19	AS043019	1-4171-10	19.60
	<i>Totals for Allyse Schiller</i>			<u>\$ 19.60</u>
Amazon	Finance - Weekly Planner	A59-1819	1-4351-10	26.81
	Finance - Command Hooks	A65-1819	1-4351-10	19.09
	CSD - Circulating Doll, Finance - Planner Refills	A64-1819/A65-1819	1-4351-10	11.00
	Finance - Colored Pens	A67-1819	1-4351-10	22.54
	Finance - Planner Dividers	A69-1819	1-4351-10	30.96
	District Supply Restock - Salted Caramel Coffee Creamer	A70-1819	1-4351-10	29.96
	Staff Lounge Restock - Mayo, Ketchup, Reese's Coffee Creamer	A70-1819	1-4351-10	26.38
	IT - PS4 Replace Cool Fan, Artic Silver 5 Thermal Compound	A66-1819	1-4354-14	32.49
	IT - Staff Use Cell Phone Plastic Holders w/Clip	A73-1819	1-4354-14	218.43
	Books - Adult Non-Fiction	0660346-MAY	1-4541-26	121.96
	CSD - Laminating Pouches, Finding Dory Puzzle, Dive & Catch	A60-1819	1-4353-20	77.96
	Studio - Solar Lights, Hoops, Rings	A63.-1819	1-4353-24	64.46
	Studio - Space Toys	A63-1819	1-4353-24	18.58
	DVD - Juvenile	0660346-MAY	1-4558-26	119.94
	CSD - Doll Hairbrush	A64-1819	1-4575-10	5.05
	CSD - Bins, Circulating Doll	A64-1819	1-4575-10	48.67
	CSD - Circulating Doll, Finance - Planner Refills	A64-1819/A65-1819	1-4575-10	15.44
	DVD - Adult	0660346-MAY	1-4557-26	84.34
	DVD - Adult	0660346-MAY	1-4557-29	13.99
	Studio - Foam Sheets	A62-1819	1-4353-27	55.50
	Studio - Ziploc Bags, Color Foam Sheets	A62-1819	1-4353-27	15.36
	Studio - Various Program Supplies	A62-1819	1-4353-27	156.99
	Studio - Sewing Lubricant, Hot Glue Sticks, Sizzix Sidekick	A61-1819	1-4371-27	41.31
	Studio - 32GB Flash Drives	A71-1819	1-4371-27	124.50
	Studio - Sewing Lubricant, Hot Glue Sticks, Sizzix Sidekick	A61-1819	1-4568-27	41.55
<i>Totals for Amazon</i>				<u>\$ 1,423.26</u>

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Bills Payable Report
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<u>General Fund</u>				
<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
American Button Machines				
	ATSD - Pin Sets Program Supplies	166690	1-4353-24	\$ 250.99
		<i>Totals for American Button Machines</i>		\$ 250.99
American Library Association				
	Membership - Mills - 7/1/19-6/30/20	0223754	1-4161-10	220.00
		<i>Totals for American Library Association</i>		\$ 220.00
AmeriFlex Business Solutions				
	Benefit/Cobra Administration Fees - May 2019	INV227581	1-2222-10	181.15
		<i>Totals for AmeriFlex Business Solutions</i>		\$ 181.15
Amina Ali				
	Mileage - 4/10/19 ATLAS Institute & 4/24/19 PIRC Meeting	AA042419	1-4171-10	50.34
		<i>Totals for Amina Ali</i>		\$ 50.34
Andrew J Krause				
	Software Support - 5/1/19 through 5/1/20 - PO5841-1819	AJK042619	1-4256-10	540.00
		<i>Totals for Andrew J Krause</i>		\$ 540.00
AT & T				
	Internet - April 2019	0778737406	1-4314-14	1,352.72
		<i>Totals for AT & T</i>		\$ 1,352.72
AT & T Mobility - National Business Services				
	Telephone Service - 3/10/19-4/9/19	14863370	1-4311-14	317.73
		<i>Totals for AT & T Mobility - National Business Services</i>		\$ 317.73
Award Emblem Mfg. Co., Inc.				
	J. Nguyen Name Tags - PO5845-1819	407387	1-4351-10	16.50
		<i>Totals for Award Emblem Mfg. Co., Inc.</i>		\$ 16.50
B&H Photo-Video				
	Commons Mac Mini Mounts - PO5853-1819	157163820	1-4354-14	220.40
	Studio - Various Camera Equipment - PO5868-1819	157471346	1-4568-27	103.80
	Studio - Mic, Audio Cable, Bluetooth Receiver - PO5868-1819	157485496	1-4568-27	267.99
		<i>Totals for B&H Photo-Video</i>		\$ 592.19
Baker & Taylor - C009233				
	Books - Adult Non-Fiction	5015442052	1-4541-26	1,070.74
		<i>Totals for Baker & Taylor - C009233</i>		\$ 1,070.74

Fountaindale Public Library District
Bills Payable Report
May 16, 2019

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Baker & Taylor - L030107	Donations Expended - Circulating Doll Book	2034511743	1-4575-10	\$ 22.91
		<i>Totals for Baker & Taylor - L030107</i>		<u>\$ 22.91</u>
Baker & Taylor - L030206	Catalog Management	NS19040256	1-4272-12	1,695.00
		<i>Totals for Baker & Taylor - L030206</i>		<u>\$ 1,695.00</u>

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Baker & Taylor - L420685				
	Books - Adult Fiction	2034433105	1-4540-29	\$ 32.36
	Books - Adult Fiction	2034433031	1-4540-29	35.19
	Books - Adult Fiction	2034448924	1-4540-29	88.99
	Books - Adult Fiction	2034464411	1-4540-29	16.68
	Books - Adult Fiction	2034452198	1-4540-29	47.35
	Books - Adult Non-Fiction	2034421766	1-4541-29	14.94
	Books - Adult Non-Fiction	2034433031	1-4541-29	55.43
	Books - Adult Non-Fiction	2034448924	1-4541-29	64.10
	Books - Adult Non-Fiction	2034452198	1-4541-29	17.22
	Books - Adult Large Print	2034421766	1-4543-29	111.98
	Books - Adult Large Print	2034416664	1-4543-29	52.24
	Books - Adult Large Print	2034433031	1-4543-29	175.42
	Books - Adult Large Print	2034448924	1-4543-29	17.83
	Books - Adult Large Print	2034464411	1-4543-29	73.13
	Books - Juvenile Fiction	2034421766	1-4544-29	14.39
	Books - Juvenile Fiction	2034416664	1-4544-29	56.66
	Books - Juvenile Fiction	2034433031	1-4544-29	71.45
	Books - Juvenile Fiction	2034448924	1-4544-29	320.25
	Books - Juvenile Fiction	2034464411	1-4544-29	377.95
	Books - Juvenile Fiction	2034454651	1-4544-29	9.77
	Books - Juvenile Fiction	2034452662	1-4544-29	126.66
	Books - Juvenile Fiction	2034452198	1-4544-29	100.06
	Books - Juvenile Fiction	2034449275	1-4544-29	50.35
	Books - Juvenile Non-Fiction	2034421766	1-4545-29	44.97
	Books - Juvenile Non-Fiction	2034416664	1-4545-29	14.37
	Books - Juvenile Non-Fiction	2034433105	1-4545-29	645.05
	Books - Juvenile Non-Fiction	2034433031	1-4545-29	152.59
	Books - Juvenile Non-Fiction	2034448924	1-4545-29	192.16
	Books - Juvenile Non-Fiction	2034464411	1-4545-29	39.75
	Books - Juvenile Non-Fiction	2034454651	1-4545-29	154.19
	Books - Juvenile Non-Fiction	2034452557	1-4545-29	197.63
	Books - Juvenile Non-Fiction	2034452198	1-4545-29	9.75
	Books - Juvenile Non-Fiction	2034449275	1-4545-29	83.16
	Books - Adult World Languages	2034416664	1-4525-29	12.57
	Books - Juvenile Easy	2034421766	1-4546-29	529.21
	Books - Juvenile Easy	2034416664	1-4546-29	344.76
	Books - Juvenile Easy	2034421920	1-4546-29	446.55
	Books - Juvenile Easy	2034433031	1-4546-29	309.91

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Baker & Taylor - L420685	(Cont'd)			
	Books - Juvenile Easy	2034448924	1-4546-29	\$ 271.26
	Books - Juvenile Easy	2034464411	1-4546-29	92.81
	Books - Juvenile Easy	2034454651	1-4546-29	57.31
	Books - Juvenile Easy	2034452198	1-4546-29	14.78
	Books - Young Adult Fiction	2034433031	1-4548-29	18.38
	Books - Young Adult Fiction	2034448924	1-4548-29	20.69
	Books - Young Adult Fiction	2034464411	1-4548-29	19.54
<i>Totals for Baker & Taylor - L420685</i>				\$ 5,601.79

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Baker & Taylor - L420686				
	Books - Adult World Languages	2034417425	1-4525-26	\$ 9.60
	Books - Adult World Languages	2034422979	1-4525-26	39.81
	Books - Adult World Languages	2034447239	1-4525-26	9.17
	Books - Adult World Languages	2034464231	1-4525-26	24.56
	Books - Juvenile Fiction	2034459054	1-4544-26	232.21
	Books - Juvenile Non-Fiction	2034417425	1-4545-26	93.43
	Books - Juvenile Non-Fiction	2034422979	1-4545-26	130.04
	Books - Juvenile Non-Fiction	2034430670	1-4545-26	295.06
	Books - Juvenile Non-Fiction	2034437221	1-4545-26	521.29
	Books - Juvenile Non-Fiction	2034450397	1-4545-26	20.64
	Books - Juvenile Non-Fiction	2034456301	1-4545-26	867.65
	Books - Juvenile Non-Fiction	2034453230	1-4545-26	40.76
	Books - Juvenile Non-Fiction	2034459054	1-4545-26	17.24
	Books - Juvenile Non-Fiction	2034447239	1-4545-26	316.33
	Books - Juvenile Non-Fiction	2034440007	1-4545-26	25.86
	Books - Juvenile Non-Fiction	2034467831	1-4545-26	91.27
	Books - Juvenile Non-Fiction	2034464231	1-4545-26	88.51
	Books - Juvenile Non-Fiction	2034434025	1-4545-26	72.53
	Books - Juvenile Fiction	2034447239	1-4544-26	237.22
	Books - Juvenile Fiction	2034440007	1-4544-26	74.88
	Books - Juvenile Fiction	2034467831	1-4544-26	1,784.96
	Books - Juvenile Fiction	2034464231	1-4544-26	1,036.14
	Books - Juvenile Fiction	2034434025	1-4544-26	171.29
	Books - Adult Non-Fiction	2034447239	1-4541-26	320.74
	Books - Adult Non-Fiction	2034440007	1-4541-26	141.45
	Books - Adult Non-Fiction	2034467831	1-4541-26	143.83
	Books - Adult Non-Fiction	2034464231	1-4541-26	345.91
	Books - Adult Non-Fiction	2034434025	1-4541-26	272.57
	Books - Adult Large Print	2034417425	1-4543-26	39.00
	Books - Adult Large Print	2034430670	1-4543-26	73.48
	Books - Adult Large Print	2034437221	1-4543-26	56.85
	Books - Adult Large Print	2034453230	1-4543-26	10.80
	Books - Adult Large Print	2034459054	1-4543-26	34.68
	Books - Adult Large Print	2034447239	1-4543-26	71.66
	Books - Adult Large Print	2034440007	1-4543-26	32.29
	Books - Juvenile Fiction	2034417425	1-4544-26	411.30
	Books - Juvenile Fiction	2034422979	1-4544-26	151.91
	Books - Juvenile Fiction	2034430670	1-4544-26	400.96

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Baker & Taylor - L420686	(Cont'd)			
	Books - Juvenile Fiction	2034437221	1-4544-26	\$ 735.64
	Books - Juvenile Fiction	2034450397	1-4544-26	783.58
	Books - Juvenile Fiction	2034456301	1-4544-26	1,150.98
	Books - Juvenile Fiction	2034453230	1-4544-26	1,052.12
	Books - Juvenile Easy	2034417425	1-4546-26	1,854.57
	Books - Juvenile Easy	2034422979	1-4546-26	661.36
	Books - Juvenile Easy	2034430670	1-4546-26	300.05
	Books - Juvenile Easy	2034437221	1-4546-26	2,393.30
	Books - Juvenile Easy	2034450397	1-4546-26	156.70
	Books - Juvenile Easy	2034456301	1-4546-26	219.79
	Books - Juvenile Easy	2034453230	1-4546-26	91.51
	Books - Juvenile Easy	2034459054	1-4546-26	56.24
	Books - Juvenile Easy	2034447239	1-4546-26	335.55
	Books - Juvenile Easy	2034440007	1-4546-26	162.59
	Books - Juvenile Easy	2034467831	1-4546-26	108.32
	Books - Juvenile Easy	2034464231	1-4546-26	279.20
	Books - Juvenile Easy	2034434025	1-4546-26	223.98
	Books - Young Adult/Fiction	2034417425	1-4548-26	409.76
	Books - Young Adult/Fiction	2034422979	1-4548-26	73.94
	Books - Young Adult/Fiction	2034430670	1-4548-26	146.79
	Books - Young Adult/Fiction	2034437221	1-4548-26	23.86
	Books - Young Adult/Fiction	2034456301	1-4548-26	78.32
	Books - Young Adult/Fiction	2034453230	1-4548-26	382.27
	Books - Young Adult/Fiction	2034459054	1-4548-26	43.76
	Books - Young Adult/Fiction	2034447239	1-4548-26	44.55
	Books - Young Adult/Fiction	2034440007	1-4548-26	94.12
	Books - Young Adult/Fiction	2034467831	1-4548-26	21.66
	Books - Young Adult/Fiction	2034464231	1-4548-26	18.13
	Books - Young Adult/Fiction	2034434025	1-4548-26	100.76
	Books - Young Adult/Non-Fiction	2034417425	1-4549-26	37.38
	Books - Young Adult/Non-Fiction	2034422979	1-4549-26	53.67
	Books - Young Adult/Non-Fiction	2034430670	1-4549-26	33.47
	Books - Young Adult/Non-Fiction	2034437221	1-4549-26	22.99
	Books - Young Adult/Non-Fiction	2034450397	1-4549-26	14.97
	Books - Young Adult/Non-Fiction	2034456301	1-4549-26	24.28
	Books - Young Adult/Non-Fiction	2034453230	1-4549-26	11.97
	Books - Young Adult/Non-Fiction	2034447239	1-4549-26	49.67
	Books - Young Adult/Non-Fiction	2034440007	1-4549-26	26.46

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Baker & Taylor - L420686	(Cont'd)			
	Books - Young Adult/Non-Fiction	2034467831	1-4549-26	\$ 45.63
	Books - Young Adult/Non-Fiction	2034464231	1-4549-26	11.49
	Books - Young Adult/Non-Fiction	2034434025	1-4549-26	4.79
	Books - Adult Non-Fiction	2034417425	1-4541-26	648.34
	Books - Adult Non-Fiction	2034422979	1-4541-26	908.92
	Books - Adult Non-Fiction	2034430670	1-4541-26	2,110.96
	Books - Adult Non-Fiction	2034437221	1-4541-26	305.10
	Books - Adult Non-Fiction	2034450397	1-4541-26	290.72
	Books - Adult Non-Fiction	2034456301	1-4541-26	180.95
	Books - Adult Non-Fiction	2034453230	1-4541-26	471.43
	Books - Adult Non-Fiction	2034459054	1-4541-26	227.69
	Books - Adult Fiction	2034417425	1-4540-26	968.02
	Books - Adult Fiction	2034422979	1-4540-26	651.46
	Books - Adult Fiction	2034430670	1-4540-26	203.05
	Books - Adult Fiction	2034437221	1-4540-26	2,706.00
	Books - Adult Fiction	2034450397	1-4540-26	350.49
	Books - Adult Fiction	2034456301	1-4540-26	342.48
	Books - Adult Fiction	2034453230	1-4540-26	1,603.24
	Books - Adult Fiction	2034459054	1-4540-26	311.86
	Books - Adult Fiction	2034447239	1-4540-26	309.96
	Books - Adult Fiction	2034440007	1-4540-26	223.23
	Books - Adult Fiction	2034467831	1-4540-26	143.96
	Books - Adult Fiction	2034464231	1-4540-26	554.47
	Books - Adult Fiction	2034434025	1-4540-26	3,147.84
	<i>Totals for Baker & Taylor - L420686</i>			\$ 37,708.22
Bauer Built Tire				
	Bkm Tires & Labor - PO5864-1819	200117737	1-4235-29	2,115.00
	<i>Totals for Bauer Built Tire</i>			\$ 2,115.00
Belynda Head				
	Program - R&B Line Dancing - 6/16/19	BH061619	1-4571-24	125.00
	<i>Totals for Belynda Head</i>			\$ 125.00
Blackstone Publishing				
	CD Audiobooks - Adult	1106238	1-4551-26	104.97
	CD Audiobooks - Adult	1110193	1-4551-26	228.69
	CD Audiobooks - Adult	1109050	1-4551-29	82.49
	<i>Totals for Blackstone Publishing</i>			\$ 416.15

Fountaindale Public Library District

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Bolingbrook Park District				
	Program - Yoga - 5/23/19	BPD052319	1-4571-24	\$ 50.00
	Program - Yoga - 5/30/19	BPD053019	1-4571-24	50.00
	Program - Yoga - 6/6/19	BPD060619	1-4571-24	50.00
	Program - Zumba - 6/8/19	BPD060819	1-4571-24	75.00
	<i>Totals for Bolingbrook Park District</i>			\$ 225.00
Bolingbrook Rotary Club				
	4th Quarter Membership Dues - Apr, May, June 2019	996-1345	1-4161-10	175.00
	<i>Totals for Bolingbrook Rotary Club</i>			\$ 175.00
Brooks Cafe				
	2nd Payment - Friends Annual Dinner - 4/23/19	13297	1-4353-10	52.00
	Board Meeting Food - 3/21/19 - PO5756-1819	13292	1-4355-16	41.00
	Board Meeting Food - 4/18/19 - PO5782-1819	13295	1-4355-16	46.00
	Donuts w/Director Coffee - 4/2/19 - PO5757-1819	13293	1-4715-10	12.00
	Donuts w/Director Coffee - 4/23/19 - PO5783-1819	13296	1-4715-10	12.00
	Friends Book Sale Coffee & Cookies - 4/6/19 - PO5796-1819	13294	1-4715-10	84.00
	<i>Totals for Brooks Cafe</i>			\$ 247.00
C. Acitelli Heating & Piping Contractors, Inc				
	Water Hammer Arrestors - PO5763-1819	0000033575	1-4391-30	5,930.49
	<i>Totals for C. Acitelli Heating & Piping Contractors, Inc</i>			\$ 5,930.49
Call One				
	Telephone & Internet - 5/15/19-6/14/19	1139282-MAY19	1-4312-14	820.89
	Telephone & Internet - 5/15/19-6/14/19	1139282-MAY19	1-4314-14	1,968.00
	<i>Totals for Call One</i>			\$ 2,788.89
Carolyn Boyer				
	Mileage - 4/28/19	CB050219	1-4171-10	10.44
	<i>Totals for Carolyn Boyer</i>			\$ 10.44
Center Point Large Print				
	Books - Adult Large Print	1675378	1-4543-26	318.78
	Books - Adult Large Print	1673579	1-4543-26	133.02
	Books - Adult Large Print	1681258	1-4543-26	223.62
	Books - Adult Large Print	1678641	1-4543-26	112.05
	Books - Adult Large Print	1677248	1-4543-26	85.68
	Books - Adult Large Print	1677917	1-4543-26	44.94
	<i>Totals for Center Point Large Print</i>			\$ 918.09

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Chase Card Services				
	Heinemann - CSD - Foutas & Pinnell Yearly Subscription	N3698-MAY19	1-4631-14	\$ 25.00
	AP Stylebook - Subscription Renewal	N3698-MAY19	1-4538-26	21.00
	CDBaby.com - 2 Outer Space Music CD's	T3680-MAY19	1-4545-29	31.28
	Mailchimp - Monthly Subscription	N3698-MAY19	1-4731-10	50.00
	Woobox - Monthly Subscription	N3698-MAY19	1-4731-10	29.00
	Facebook - Open Mic, Friends Sale, Food for Fines Ads	N3698-MAY19	1-4731-10	17.00
	Jewel - April Birthday Cake	N3698-MAY19	1-4711-10	37.99
	Jewel - Petrick Retirement Cake	N3698-MAY19	1-4711-10	41.99
	Sheraton - Theobald - IUG Conference Hotel - 5/5/19-5/9/19	N3698-MAY19	1-4173-10	914.07
	Red Roof Inn Springfield - J. Nguyen - Elevate 4/26-4/27/19	N3698-MAY19	1-4173-10	79.10
	Red Roof Inn Springfield - Cox - Elevate 4/26-4/27/19	N3698-MAY19	1-4173-10	79.10
	Etsy - Ice Cream Social Backdrop	M3664-MAY19	1-4256-10	215.00
	Decal Girl - Meeting Room Chromebook Laptops Skins	M3664-MAY19	1-4256-10	280.85
	Media Library - Fountaindale Website Annual Subscription	M3664-MAY19	1-4256-10	21.75
	Displays2Go - Summer Adventure Ballot Boxes	N3698-MAY19	1-4256-10	390.58
	United Airlines - J. Nguyen - GFOA Conference Airfare	N3698-MAY19	1-4171-10	413.60
	United Airlines - J. Nguyen Guest - GFOA Conference Airfare	N3698-MAY19	1-4171-10	413.60
	GFS - 2019 N'tl Library Worker Ice Cream Social Supplies	N3698-MAY19	1-4353-10	41.62
	Meijer - 2019 N'tl Library Worker Ice Cream Social Supplies	N3698-MAY19	1-4353-10	75.49
	Andy's - 2019 N'tl Library Worker Ice Cream Social Supplies	N3698-MAY19	1-4353-10	94.90
	Patio - 2019 Friends Membership Dinner	N3698-MAY19	1-4353-10	667.48
	Walmart.com - Outreach - Summer Adventure Supplies	N3698-MAY19	1-4353-28	205.55
	Walmart.com - Outreach - Googly Eyes	N3698-MAY19	1-4353-28	8.95
	Walmart.com - Outreach - Puppet Dowels	N3698-MAY19	1-4353-28	62.26
	Eventbrite - Theobald, Hopwood, Luminais - Weed & Collect	N3698-MAY19	1-4151-10	90.00
	IGFOA - J. Nguyen Double Reg. - Top Consider AP Controls	N3698-MAY19	1-4151-10	30.00
	Udemy - Gillespie - C# Master Class, Swift 4	N3698-MAY19	1-4151-10	25.98
	Freedom Read Foundation - Dudek - Emerge Issues Int. Freedom	N3698-MAY19	1-4151-10	25.00
	LACONI - Korczak - Minimum Wage Compliance	N3698-MAY19	1-4151-10	30.00
	ABOS - Boyer - 1 Year Membership	N3698-MAY19	1-4161-10	49.00
	Bayscan Tech - Circ Use Epson TM-T88 ReStick Printer	N3698-MAY19	1-4354-14	340.00
	BB Christ Clergy - Spindel, Newell - 2019 N'tl Day Prayer Bk	N3698-MAY19	1-4173-16	40.00
	BB Christ Clergy - Bermejo - 2019 N'tl Day Prayer Bk	N3698-MAY19	1-4173-16	20.00
	Amazon - ATSD - Playaway Batteries	N3698-MAY19	1-4371-24	20.70
	Party City - CSD - Balloons & Helium Program Supplies	P3672-MAY19	1-4353-20	118.72
	GFS - CSD - Storage Bags Program Supplies	P3672-MAY19	1-4353-20	35.95
	Walmart.com - ATSD - Throw Pillows	N3698-MAY19	1-4353-24	102.04
	Meijer - ATSD - Markers, Ziploc Bags, Teen Food, Gift Cards	N3698-MAY19	1-4353-24	95.17

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Chase Card Services		(Cont'd)		
	Target - ATSD - Gift Cards	N3698-MAY19	1-4353-24	\$ 125.00
	Panera - Small Business Coalition Bagels & Coffee	N3698-MAY19	1-4715-10	22.39
		<i>Totals for Chase Card Services</i>		\$ 5,387.11
Christine Thornton				
	Program - How to Draw Pokemon - 5/30/19	CT053019	1-4573-24	300.00
	Program - Galaxy Pets: Painting Workshop - 6/13/19	CT061319	1-4573-24	300.00
		<i>Totals for Christine Thornton</i>		\$ 600.00
Cindy Consalvo				
	Mileage - 1/7/19-4/12/19	CC050219	1-4171-10	96.05
		<i>Totals for Cindy Consalvo</i>		\$ 96.05
Comcast Cable				
	Cable - 5/3/19-6/2/19	0367494-MAY19	1-4316-14	113.47
		<i>Totals for Comcast Cable</i>		\$ 113.47
Demco, Inc.				
	CMTSD - 7 Day Loan, Label Pocket Book, Avery 5160 Labels	6603099	1-4351-10	265.39
	CMTSD - 7 Day Loan, Label Pocket Book, Avery 5160 Labels	6603099	1-4371-12	1,342.02
		<i>Totals for Demco, Inc.</i>		\$ 1,607.41
Dennis Raleigh				
	Mileage - 4/18/19-4/29/19	DR050219	1-4171-10	19.55
		<i>Totals for Dennis Raleigh</i>		\$ 19.55
Diesel Service Center				
	Van - Seat Belt Warning Light Issue - PO5804-1819	D064627	1-4235-29	789.34
		<i>Totals for Diesel Service Center</i>		\$ 789.34
Discount School Supply				
	CSD - Various Program Supplies - PO5736-1819	D65014020002	1-4353-20	382.92
	CSD - Various Colored Masking Tape - PO5736-1819	P38205610001	1-4353-20	46.72
		<i>Totals for Discount School Supply</i>		\$ 429.64
Dynegy Energy Services				
	Electricity - 4/1/19-4/29/19	270493919051	1-4321-30	11,563.22
		<i>Totals for Dynegy Energy Services</i>		\$ 11,563.22
Elite Chess Inc				
	Program - Chess Club for Adults and Teens - 5/21/19	ECI052119	1-4571-24	90.00
		<i>Totals for Elite Chess Inc</i>		\$ 90.00

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Elite Detailing Services, Inc.	Bkm & Van - Wash Inside & Out - PO5850-1819	MXH2X107W	1-4235-29	\$ 195.00
	<i>Totals for Elite Detailing Services, Inc.</i>			\$ 195.00
Elizabeth Portillo	Program - Conversational ESL for Adults - 5/21/19	EP052119	1-4571-24	40.00
	Program - Conversational ESL for Adults - 5/20/19	EP052019	1-4571-24	80.00
	<i>Totals for Elizabeth Portillo</i>			\$ 120.00
Findaway World, LLC	Playaway - Adult	284466	1-4560-26	63.03
	Playaway - Adult	284153	1-4560-26	371.86
	Playaway - YA	282492	1-4561-26	1,315.89
	Playaway - YA	282863	1-4561-26	44.78
	Playaway - YA	282882	1-4561-26	44.78
	Playaway - YA	282874	1-4561-26	51.09
	Playaway - YA	283557	1-4561-26	152.59
	Playaway - Juvenile	284542	1-4562-26	361.89
	Playaway - Juvenile	281927	1-4562-26	365.54
	Playaway - Juvenile	282180	1-4562-29	492.58
	Playaway - Juvenile	282746	1-4562-29	44.78
	<i>Totals for Findaway World, LLC</i>			\$ 3,308.81
Fun Express LLC	ATSD - Summer Adventure Decorations/Supplies - PO5843-1819	695921579-01	1-4353-24	127.69
	ATSD - Summer Adventure Decorations/Supplies - PO5836-1819	695814200-02	1-4353-28	105.34
	<i>Totals for Fun Express LLC</i>			\$ 233.03
Funny Valentine Press	Program - A Beginner's Guide - Golden Age of Radio - 5/22/19	FVP052219	1-4571-24	275.00
	<i>Totals for Funny Valentine Press</i>			\$ 275.00

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Gale/Cengage Learning				
	Books - Juvenile Easy	66914652	1-4546-26	\$ 27.74
	Books - Adult Fiction	66876953	1-4540-26	19.46
	Books - Adult Large Print	66877426	1-4543-26	28.49
	Books - Adult Large Print	66915206	1-4543-26	27.74
	Books - Adult Large Print	66915042	1-4543-26	26.99
	Books - Adult Large Print	66877766	1-4543-26	188.18
	Books - Adult Large Print	66878083	1-4543-26	84.72
	Books - Adult Large Print	66887135	1-4543-26	93.71
	Books - Adult Large Print	66887814	1-4543-26	75.72
	Books - Adult Large Print	66886755	1-4543-26	150.69
	Electronic Audiobooks & Books	66947914	1-4520-26	10,365.23
	<i>Totals for Gale/Cengage Learning</i>			\$ 11,088.67
Grasso Graphics, Inc.				
	Summer Adventure Logs - PO5819-1819	30111	1-4256-10	936.55
	<i>Totals for Grasso Graphics, Inc.</i>			\$ 936.55
Gumdrop Books				
	Books - Juvenile World Languages	PINV120791	1-4526-26	108.74
	Books - Juvenile World Languages	PINV120790	1-4526-26	545.39
	<i>Totals for Gumdrop Books</i>			\$ 654.13
Heartland Cabinet Supply, Inc.				
	Studio, 2nd, 3rd - Millwork - PO5730-1819	7946	1-4651-30	8,250.00
	<i>Totals for Heartland Cabinet Supply, Inc.</i>			\$ 8,250.00
HR Source				
	Membership - Pottle - 6/30/19-6/30/20	FY20-59961	1-4161-10	1,340.00
	<i>Totals for HR Source</i>			\$ 1,340.00
Illinois American Water				
	Irrigation - 3/20/19-4/17/19	1025-21000308991E	1-4331-30	108.32
	Fire Protection - 3/20/19-5/17/19	1025-21000308946E	1-4331-30	43.31
	<i>Totals for Illinois American Water</i>			\$ 151.63
Illinois American Water/Bolingbrook				
	Water & Sewer - 3/20/19-4/17/19	1025-21000308831E	1-4331-30	858.89
	<i>Totals for Illinois American Water/Bolingbrook</i>			\$ 858.89

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Illinois Library Association	Membership - Lennon - 6/29/19-6/30/20	162427	1-4161-10	\$ 75.00
	Membership - Bradley - 5/30/19-5/31/20	162558	1-4161-10	100.00
	Membership - Boyer - 3/30/19-3/31/20	157973	1-4161-10	75.00
	Membership - Spindel - 6/29/19-6/30/20	162450	1-4161-16	75.00
	Membership - Valencia - 4/29/19-4/30/20	162515	1-4161-16	75.00
	Membership - Prodehl - 4/29/19-4/30/20	162662	1-4161-16	75.00
	Membership - Newell - 4/29/19-4/30/20	162628	1-4161-16	75.00
	Membership - Institutional - 5/30/19-5/31/20	162081	1-4162-10	500.00
	<i>Totals for Illinois Library Association</i>			<u>\$ 1,050.00</u>
Ilya Kabirov	Program - Great Reads Book Club - 5/22/19	IK052219	1-4571-24	75.00
	<i>Totals for Ilya Kabirov</i>			<u>\$ 75.00</u>
Imprint Enterprises, Inc.	CMTSD - RFID Tags - PO5816-1819	PSI200233	1-4371-12	6,264.00
	<i>Totals for Imprint Enterprises, Inc.</i>			<u>\$ 6,264.00</u>

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Ingram Library Services	Books - Juvenile Fiction	39660439	1-4544-29	\$ 9.58
	Books - Juvenile Non-Fiction	39660438	1-4545-29	20.87
	Books - Juvenile Non-Fiction	39660439	1-4545-29	9.58
	Books - Juvenile Non-Fiction	39482783	1-4545-29	5.37
	Books - Juvenile Easy	39523237	1-4546-29	10.16
	Books - Juvenile Easy	39523237	1-4546-29	30.48
	Books - Juvenile Easy	39482784	1-4546-29	19.74
	Books - Juvenile Easy	39660440	1-4546-26	20.32
	Books - Juvenile Easy	39482784	1-4546-26	98.70
	Books - Juvenile Non-Fiction	39660439	1-4545-26	95.80
	Books - Juvenile Non-Fiction	39492237	1-4545-26	50.70
	Books - Juvenile Non-Fiction	39482783	1-4545-26	53.70
	Video Games - YA	39492236	1-4563-26	398.92
	Video Games - YA	39695344	1-4563-26	37.99
	Video Games - YA	39695347	1-4563-26	360.91
	Video Games - YA	39390481	1-4563-26	113.90
	Video Games - YA	39390484	1-4563-26	170.94
	Books - Juvenile Fiction	39660439	1-4544-26	95.80
	Video Games - Juvenile	39390482	1-4564-26	75.98
	Video Games - Adult	39492233	1-4565-26	113.98
	Video Games - Adult	39492235	1-4565-26	180.44
	Video Games - Adult	39492234	1-4565-26	94.98
	Video Games - Adult	39695345	1-4565-26	132.97
	Video Games - Adult	39695346	1-4565-26	151.96
	Video Games - Adult	39390483	1-4565-26	56.98
	<i>Totals for Ingram Library Services</i>			\$ 2,410.75
ITsavvy LLC	Computer Keyboards, Privacy Filters, Cable - PO5833-1819	01100677	1-4354-14	611.00
	<i>Totals for ITsavvy LLC</i>			\$ 611.00
Jacquelyn McKernan	Refund - Bk: Christmas Thief - #30401525655647	JM042219	1-3310-10	16.00
	<i>Totals for Jacquelyn McKernan</i>			\$ 16.00
JanWay Company USA, Inc.	CSD - Navy Media Pouches - PO5780-1819	131873	1-4371-20	230.95
	<i>Totals for JanWay Company USA, Inc.</i>			\$ 230.95

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Jeanne Larzalere Bloom	Program - Genealogy Club - Sharing With Others - 6/12/19	JLB061219	1-4571-24	\$ 200.00
	<i>Totals for Jeanne Larzalere Bloom</i>			\$ 200.00
Jeffrey P. Fisher	Mileage - Soon to be Famous - 5/2/19	JF050619	1-4171-10	13.92
	Mileage - 4/16/19 STBF, 4/17/19 DPLA, 4/18/19 DPLA	JF042319	1-4171-10	81.80
	<i>Totals for Jeffrey P. Fisher</i>			\$ 95.72
Jennie Nguyen	Mileage - 2019 ILA Elevate - 4/26/19-4/27/19	JN042919	1-4171-10	210.25
	<i>Totals for Jennie Nguyen</i>			\$ 210.25
Joan M. O'Malley	Program - Babysitting Class - 5/18/19	JMO051819	1-4573-24	375.00
	Program - Babysitting Class - 6/15/19	JMO061519	1-4573-24	375.00
	<i>Totals for Joan M. O'Malley</i>			\$ 750.00
Joyce Arellano	Mileage - IYS Institute - 3/20/19-3/22/19	JA041719	1-4171-10	130.50
	<i>Totals for Joyce Arellano</i>			\$ 130.50
Juanita Lennon	Reimbursement - CMTSD Distilled Water	JL042319	1-4371-12	1.78
	Reimbursement - Board Meeting Supplies	JL042319	1-4355-16	5.00
	Donuts w/Director, Pastries Supplies - 4/2/19 & 4/23/19	JL042319	1-4715-10	27.46
	<i>Totals for Juanita Lennon</i>			\$ 34.24
Kathryn Spindel	Per Diem - 2019 ALA Annual Conf - 6/20/19-6/25/19	KS043019	1-4173-16	418.00
	Taxi Advance - 2019 ALA Annual Conf - 6/20/19-6/25/19	KS043019	1-4171-16	200.00
	Baggage Fees - 2019 ALA Annual Conf - 6/20/19-6/25/19	KS043019	1-4171-16	140.00
	<i>Totals for Kathryn Spindel</i>			\$ 758.00
Kellie Chase	Program - 6 Sewing Classes - 5/20/19	KC052019	1-4571-24	175.00
	Program - 6 Sewing Classes - 6/10/19	KC061019	1-4571-24	175.00
	<i>Totals for Kellie Chase</i>			\$ 350.00
Konica Minolta Business Solutions U.S.A., Inc.	Maintenance - 4/15/19-5/14/19	9005603820	1-4234-14	323.84
	Copy Overage - 3/15/19-4/14/19	9005601226	1-4234-14	1,821.12
	<i>Totals for Konica Minolta Business Solutions U.S.A., Inc.</i>			\$ 2,144.96

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Konica Minolta Premier Finance				
	Leased Equipment - April 2019	382387538	1-4234-14	\$ 1,616.00
	Leased Equipment - May 2019	384473690	1-4234-14	1,616.00
		<i>Totals for Konica Minolta Premier Finance</i>		\$ 3,232.00
Laura Didier				
	Mileage - 4/1/19-4/30/19	LD050119	1-4171-10	107.49
		<i>Totals for Laura Didier</i>		\$ 107.49
Leandra Pottle				
	Reimbursement - 2019 Director Performance Evaluation	LP041719	1-4631-14	37.00
		<i>Totals for Leandra Pottle</i>		\$ 37.00
Library Ideas LLC				
	Books - Juvenile Fiction	68767	1-4544-26	444.40
	Books - Juvenile Fiction	68769	1-4544-26	224.70
		<i>Totals for Library Ideas LLC</i>		\$ 669.10
Lion Mice Productions				
	Program - Alina Celeste Family Concert - 6/6/19	LMP060619	1-4572-20	400.00
		<i>Totals for Lion Mice Productions</i>		\$ 400.00
Mango Languages				
	Little Pim Subscription Renewal - 6/1/19-5/30/20	INV004839	1-4521-26	2,040.15
	Mango Conversations Subscription Renewal - 6/1/19-5/30/20	INV004840	1-4521-26	4,722.01
		<i>Totals for Mango Languages</i>		\$ 6,762.16
Marianne Thompson				
	Mileage - 4/12/19 B'LONG Mtg - 4/10/19-4/29/19	MT050219	1-4171-10	70.76
		<i>Totals for Marianne Thompson</i>		\$ 70.76
Meredith Books				
	Books - Adult Non-Fiction	DLVECV10	1-4541-26	33.91
		<i>Totals for Meredith Books</i>		\$ 33.91

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Midwest Tape				
	CD Audiobooks - Adult	97300126	1-4551-26	\$ 40.29
	CD Audiobooks - Adult	97300115	1-4551-26	20.29
	CD Audiobooks - Adult	97300112	1-4551-26	201.45
	CD Audiobooks - Adult	97274602	1-4551-26	90.58
	CD Audiobooks - Adult	97262793	1-4551-26	135.87
	CD Audiobooks - Adult	97242410	1-4551-26	50.29
	CD Audiobooks - Adult	97242409	1-4551-26	74.58
	CD Audiobooks - Adult	97242405	1-4551-26	40.29
	CD Audiobooks - Adult	97242215	1-4551-26	45.29
	CD Audiobooks - Adult	97240771	1-4551-26	45.29
	CD Audiobooks - Adult	97176542	1-4551-26	85.58
	CD Audiobooks - Adult	97176567	1-4551-26	45.29
	CD Audiobooks - Adult	97175295	1-4551-26	226.45
	CD Audiobooks - Adult	97176562	1-4551-26	133.87
	CD Audiobooks - Adult	97176788	1-4551-26	86.58
	CD Audiobooks - Adult	97145254	1-4551-26	40.29
	CD Audiobooks - Adult	97145292	1-4551-26	30.29
	CD Audiobooks - Adult	97145163	1-4551-26	85.58
	CD Audiobooks - Adult	97144925	1-4551-26	38.29
	CD Audiobooks - Juvenile	97144956	1-4553-26	123.16
	CD Audiobooks - Juvenile	97176623	1-4553-26	268.03
	CD Audiobooks - Juvenile	97212246	1-4553-26	297.32
	CD Audiobooks - Juvenile	97214085	1-4553-26	27.29
	CD Audiobooks - Juvenile	97242214	1-4553-26	25.29
	CD Audiobooks - Juvenile	97303973	1-4553-26	144.87
	CD Music - Juvenile	97145304	1-4554-26	14.99
	CD Music - Juvenile	97176770	1-4554-26	12.74
	CD Music - Juvenile	97180535	1-4554-26	88.14
	CD Music - Juvenile	97182172	1-4554-26	207.63
	CD Music - Juvenile	97180904	1-4554-26	11.99
	CD Music - Juvenile	97212240	1-4554-26	13.49
	CD Music - Juvenile	97214087	1-4554-26	13.49
	CD Music - Juvenile	97242216	1-4554-26	47.22
	CD Music - Juvenile	97274296	1-4554-26	29.98
	CD Music - Juvenile	97262757	1-4554-26	14.99
	CD Music - Juvenile	97303974	1-4554-26	8.24
	CD Music - Juvenile	97305675	1-4554-26	14.24
	CD Music - Juvenile	97246943	1-4554-26	215.87

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Midwest Tape	(Cont'd)			
	CD Music - Juvenile	97276118	1-4554-26	\$ 59.20
	CD Audiobooks - Young Adult	97240769	1-4555-26	105.87
	CD Audiobooks - Young Adult	97300114	1-4555-26	70.58
	CD Audiobooks - Young Adult	97262795	1-4555-26	413.90
	CD Audiobooks - Young Adult	97303978	1-4555-26	153.16
	CD Audiobooks - Young Adult	97274442	1-4555-26	70.58
	DVD - Adult	97145093	1-4557-26	38.64
	DVD - Adult	97144309	1-4557-26	14.54
	DVD - Adult	97145023	1-4557-26	122.20
	DVD - Adult	97144908	1-4557-26	125.36
	DVD - Adult	97145190	1-4557-26	22.04
	DVD - Adult	97149452	1-4557-26	292.47
	DVD - Adult	97149451	1-4557-26	155.15
	DVD - Adult	97149450	1-4557-26	131.67
	DVD - Adult	97149456	1-4557-26	435.61
	DVD - Adult	97149453	1-4557-26	34.58
	DVD - Adult	97149457	1-4557-26	33.87
	DVD - Adult	97176656	1-4557-26	175.45
	DVD - Adult	97176386	1-4557-26	109.77
	DVD - Adult	97176767	1-4557-26	98.52
	DVD - Adult	97176870	1-4557-26	66.12
	DVD - Adult	97176772	1-4557-26	66.12
	DVD - Adult	97177159	1-4557-26	932.72
	DVD - Adult	97177153	1-4557-26	18.29
	DVD - Adult	97177163	1-4557-26	53.18
	DVD - Adult	97177155	1-4557-26	242.44
	DVD - Adult	97177154	1-4557-26	34.33
	DVD - Adult	97177089	1-4557-26	64.62
	DVD - Adult	97177150	1-4557-26	18.29
	DVD - Adult	97177158	1-4557-26	39.58
	DVD - Adult	97177152	1-4557-26	129.24
	DVD - Adult	97177161	1-4557-26	904.96
	DVD - Adult	97177156	1-4557-26	206.32
	DVD - Adult	97176646	1-4557-26	288.75
	DVD - Adult	97176647	1-4557-26	27.39
	DVD - Adult	97176649	1-4557-26	67.53
	DVD - Adult	97181998	1-4557-26	21.39
	DVD - Adult	97182040	1-4557-26	785.10

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Midwest Tape	(Cont'd)			
	DVD - Adult	97181885	1-4557-26	\$ 27.39
	DVD - Adult	97181728	1-4557-26	49.89
	DVD - Adult	97181797	1-4557-26	19.89
	DVD - Adult	97181874	1-4557-26	84.78
	DVD - Adult	97181916	1-4557-26	153.55
	DVD - Adult	97181861	1-4557-26	323.56
	DVD - Adult	97181491	1-4557-26	39.39
	DVD - Adult	97180586	1-4557-26	28.04
	DVD - Adult	97180587	1-4557-26	55.33
	DVD - Adult	97182171	1-4557-26	16.04
	DVD - Adult	97182174	1-4557-26	11.54
	DVD - Adult	97182176	1-4557-26	59.19
	DVD - Adult	97180779	1-4557-26	23.54
	DVD - Adult	97181763	1-4557-26	66.12
	DVD - Adult	97181601	1-4557-26	110.49
	DVD - Adult	97181726	1-4557-26	16.04
	DVD - Adult	97181751	1-4557-26	40.33
	DVD - Adult	97181753	1-4557-26	42.41
	DVD - Adult	97181636	1-4557-26	168.36
	DVD - Adult	97181712	1-4557-26	654.58
	DVD - Adult	97181634	1-4557-26	14.54
	DVD - Adult	97181508	1-4557-26	32.83
	DVD - Adult	97179609	1-4557-26	92.97
	DVD - Adult	97181108	1-4557-26	117.94
	DVD - Adult	97181944	1-4557-26	36.58
	DVD - Adult	97181945	1-4557-26	140.35
	DVD - Adult	97181918	1-4557-26	589.70
	DVD - Adult	97181999	1-4557-26	106.17
	DVD - Adult	97212255	1-4557-26	255.48
	DVD - Adult	97212256	1-4557-26	56.13
	DVD - Adult	97212264	1-4557-26	792.29
	DVD - Adult	97212251	1-4557-26	261.65
	DVD - Adult	97212252	1-4557-26	226.58
	DVD - Adult	97212258	1-4557-26	132.70
	DVD - Adult	97212261	1-4557-26	88.62
	DVD - Adult	97212259	1-4557-26	98.52
	DVD - Adult	97212262	1-4557-26	103.16
	DVD - Adult	97212265	1-4557-26	77.37

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Midwest Tape	(Cont'd)			
	DVD - Adult	97212257	1-4557-26	\$ 55.94
	DVD - Adult	97212254	1-4557-26	177.36
	DVD - Adult	97212450	1-4557-26	114.12
	DVD - Adult	97212452	1-4557-26	88.17
	DVD - Adult	97212243	1-4557-26	30.58
	DVD - Adult	97214730	1-4557-26	40.68
	DVD - Adult	97214729	1-4557-26	32.84
	DVD - Adult	97214726	1-4557-26	18.29
	DVD - Adult	97214728	1-4557-26	25.79
	DVD - Adult	97214725	1-4557-26	132.99
	DVD - Adult	97214724	1-4557-26	77.37
	DVD - Adult	97214723	1-4557-26	18.29
	DVD - Adult	97214084	1-4557-26	16.04
	DVD - Adult	97214732	1-4557-26	61.16
	DVD - Adult	97214738	1-4557-26	27.39
	DVD - Adult	97239693	1-4557-26	119.30
	DVD - Adult	97239696	1-4557-26	34.89
	DVD - Adult	97239697	1-4557-26	42.39
	DVD - Adult	97239698	1-4557-26	128.95
	DVD - Adult	97239699	1-4557-26	575.42
	DVD - Adult	97240760	1-4557-26	54.87
	DVD - Adult	97240761	1-4557-26	25.34
	DVD - Adult	97240762	1-4557-26	98.52
	DVD - Adult	97240136	1-4557-26	23.64
	DVD - Adult	97240138	1-4557-26	66.03
	DVD - Adult	97240763	1-4557-26	128.95
	DVD - Adult	97240764	1-4557-26	98.52
	DVD - Adult	97240766	1-4557-26	65.68
	DVD - Adult	97240768	1-4557-26	36.58
	DVD - Adult	97242400	1-4557-26	22.04
	DVD - Adult	97242401	1-4557-26	51.58
	DVD - Adult	97242402	1-4557-26	34.89
	DVD - Adult	97242403	1-4557-26	43.33
	DVD - Adult	97242404	1-4557-26	79.62
	DVD - Adult	97242406	1-4557-26	32.84
	DVD - Adult	97242407	1-4557-26	98.52
	DVD - Adult	97242408	1-4557-26	16.04
	DVD - Adult	97242413	1-4557-26	17.54

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Midwest Tape	(Cont'd)			
	DVD - Adult	97242411	1-4557-26	\$ 25.39
	DVD - Adult	97262804	1-4557-26	32.84
	DVD - Adult	97262802	1-4557-26	128.95
	DVD - Adult	97274449	1-4557-26	53.08
	DVD - Adult	97274448	1-4557-26	29.54
	DVD - Adult	97274447	1-4557-26	18.29
	DVD - Adult	97273793	1-4557-26	49.89
	DVD - Adult	97274603	1-4557-26	29.54
	DVD - Adult	97274604	1-4557-26	97.91
	DVD - Adult	97273794	1-4557-26	28.89
	DVD - Adult	97300129	1-4557-26	25.79
	DVD - Adult	97300123	1-4557-26	25.79
	DVD - Adult	97300113	1-4557-26	22.04
	DVD - Adult	97299819	1-4557-26	22.04
	DVD - Adult	97300119	1-4557-26	18.29
	DVD - Adult	97300120	1-4557-26	16.79
	DVD - Adult	97300121	1-4557-26	128.95
	DVD - Adult	97300124	1-4557-26	41.08
	DVD - Adult	97300127	1-4557-26	38.08
	DVD - Adult	97300128	1-4557-26	14.54
	DVD - Adult	97276195	1-4557-26	22.04
	DVD - Adult	97276199	1-4557-26	8.54
	DVD - Adult	97276196	1-4557-26	19.29
	DVD - Adult	97276190	1-4557-26	32.83
	DVD - Adult	97260910	1-4557-26	73.09
	DVD - Adult	97247185	1-4557-26	75.38
	DVD - Adult	97261020	1-4557-26	1,475.94
	DVD - Adult	97300122	1-4557-26	98.52
	Playaway - Adult	97305677	1-4560-26	79.49
	DVD - Juvenile	97262800	1-4558-26	381.01
	DVD - Juvenile	97303986	1-4558-26	29.08
	DVD - Juvenile	97303982	1-4558-26	43.62
	DVD - Juvenile	97303981	1-4558-26	282.98
	DVD - Juvenile	97274355	1-4558-26	52.62
	DVD - Juvenile	97274351	1-4558-26	66.62
	DVD - Juvenile	97260759	1-4558-26	38.59
	DVD - Juvenile	97305676	1-4558-26	30.83
	DVD - Juvenile	97274445	1-4558-26	39.58

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Midwest Tape	(Cont'd)			
	DVD - Juvenile	97260852	1-4558-26	\$ 36.58
	DVD - Juvenile	97180588	1-4558-26	104.98
	Playaway - Adult	97276192	1-4560-26	71.49
	CD Audiobooks - Adult	97262796	1-4551-26	45.29
	CD Audiobooks - Adult	97262797	1-4551-26	120.58
	CD Audiobooks - Adult	97262794	1-4551-26	125.87
	CD Audiobooks - Adult	97262790	1-4551-26	45.29
	CD Audiobooks - Adult	97303983	1-4551-26	35.29
	CD Audiobooks - Adult	97274443	1-4551-26	59.58
	CD Audiobooks - Adult	97238121	1-4551-26	9.99
	CD Music - Adult	97145294	1-4550-26	71.96
	CD Music - Adult	97145320	1-4550-26	26.23
	CD Music - Adult	97149454	1-4550-26	20.99
	CD Music - Adult	97174539	1-4550-26	126.35
	CD Music - Adult	97176689	1-4550-26	28.33
	CD Music - Adult	97181249	1-4550-26	17.24
	CD Music - Adult	97181390	1-4550-26	77.04
	CD Music - Adult	97182175	1-4550-26	13.94
	CD Music - Adult	97212248	1-4550-26	64.31
	CD Music - Adult	97214088	1-4550-26	36.72
	CD Music - Adult	97242217	1-4550-26	40.32
	CD Music - Adult	97242218	1-4550-26	189.52
	CD Music - Adult	97276193	1-4550-26	181.63
	CD Music - Adult	97300110	1-4550-26	50.21
	CD Music - Adult	97300116	1-4550-26	26.23
	CD Music - Adult	97262805	1-4550-26	45.27
	CD Music - Adult	97262798	1-4550-26	144.20
	CD Music - Adult	97303975	1-4550-26	11.24
	CD Music - Adult	97274352	1-4550-26	38.82
	CD Music - Adult	97305678	1-4550-26	13.49
	CD Music - Adult	97274600	1-4550-26	24.73
	CD Music - Adult	97274444	1-4550-26	11.24
	CD Music - Adult	97237449	1-4550-26	49.48
	CD Music - Adult	97208133	1-4550-26	23.24
	CD Music - Adult	97269266	1-4550-26	83.98
	CD Audiobooks - Adult	97145270	1-4551-26	85.58
	CD Audiobooks - Adult	97181244	1-4551-26	181.16
	CD Audiobooks - Adult	97180816	1-4551-26	176.87

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Midwest Tape	(Cont'd)			
	CD Audiobooks - Adult	97212253	1-4551-26	\$ 85.58
	CD Audiobooks - Adult	97212245	1-4551-26	149.87
	CD Audiobooks - Adult	97212241	1-4551-26	30.29
	CD Audiobooks - Adult	97212250	1-4551-26	486.19
	CD Audiobooks - Adult	97214731	1-4551-26	55.29
	CD Audiobooks - Adult	97214727	1-4551-26	35.29
	CD Audiobooks - Adult	97214722	1-4551-26	85.58
	CD Audiobooks - Adult	97214720	1-4551-26	80.58
	CD Audiobooks - Adult	97214721	1-4551-26	40.29
	CD Audiobooks - Adult	97214086	1-4551-26	40.29
	CD Audiobooks - Adult	97239692	1-4551-26	45.29
	CD Audiobooks - Adult	97239694	1-4551-26	222.45
	CD Audiobooks - Adult	97239695	1-4551-26	206.45
	DVD - Adult	97262799	1-4557-26	18.29
	DVD - Adult	97262801	1-4557-26	58.62
	DVD - Adult	97301366	1-4557-26	351.28
	DVD - Adult	97262791	1-4557-26	240.94
	DVD - Adult	97262759	1-4557-26	22.04
	DVD - Adult	97274359	1-4557-26	14.54
	DVD - Adult	97274358	1-4557-26	18.29
	DVD - Adult	97261064	1-4557-26	247.23
	DVD - Adult	97303990	1-4557-26	69.78
	DVD - Adult	97303991	1-4557-26	31.89
	DVD - Adult	97303977	1-4557-26	326.33
	DVD - Adult	97303979	1-4557-26	22.04
	DVD - Adult	97303980	1-4557-26	77.37
	DVD - Adult	97303989	1-4557-26	25.79
	DVD - Adult	97303985	1-4557-26	29.54
	DVD - Adult	97303984	1-4557-26	55.94
	DVD - Adult	97303987	1-4557-26	25.39
	DVD - Adult	97274356	1-4557-26	58.72
	DVD - Adult	97274357	1-4557-26	100.77
	DVD - Adult	97274350	1-4557-26	160.11
	DVD - Adult	97274299	1-4557-26	164.09
	DVD - Adult	97274298	1-4557-26	500.52
	DVD - Adult	97260938	1-4557-26	14.54
	DVD - Adult	97274297	1-4557-26	44.08
	DVD - Adult	97260970	1-4557-26	42.78

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Midwest Tape	(Cont'd)			
	DVD - Adult	97260771	1-4557-26	\$ 22.04
	DVD - Adult	97260856	1-4557-26	59.37
	DVD - Adult	97247264	1-4557-26	18.29
	DVD - Adult	97306795	1-4557-26	44.89
	DVD - Adult	97306790	1-4557-26	35.08
	DVD - Adult	97306794	1-4557-26	17.54
	DVD - Adult	97306792	1-4557-26	14.89
	DVD - Adult	97306793	1-4557-26	15.29
	DVD - Adult	97306791	1-4557-26	19.29
	DVD - Adult	97274606	1-4557-26	131.36
	DVD - Adult	97274291	1-4557-26	140.00
	DVD - Adult	97273479	1-4557-26	49.89
	DVD - Adult	97274292	1-4557-26	79.59
	DVD - Adult	97274607	1-4557-26	101.56
	DVD - Adult	97274293	1-4557-26	68.28
	DVD - Adult	97274441	1-4557-26	24.29
	DVD - Adult	97274446	1-4557-26	40.33
	DVD - Adult	97274605	1-4557-26	32.84
	DVD - Adult	97260793	1-4557-26	42.58
	DVD - Adult	97247049	1-4557-26	27.29
	DVD - Adult	97275535	1-4557-26	54.78
	DVD - Adult	97275537	1-4557-26	44.89
	DVD - Adult	97275536	1-4557-26	16.14
	DVD - Adult	97276117	1-4557-26	14.54
	DVD - Adult	97276119	1-4557-26	88.22
	DVD - Adult	97276197	1-4557-26	93.87
	DVD - Adult	97212263	1-4557-26	91.51
	DVD - Juvenile	97144898	1-4558-26	255.02
	DVD - Juvenile	97145135	1-4558-26	78.70
	DVD - Juvenile	97145131	1-4558-26	80.08
	DVD - Juvenile	97147728	1-4558-26	52.62
	DVD - Juvenile	97147729	1-4558-26	14.54
	DVD - Juvenile	97149458	1-4558-26	51.58
	DVD - Juvenile	97177162	1-4558-26	25.79
	DVD - Juvenile	97177087	1-4558-26	44.08
	DVD - Juvenile	97177088	1-4558-26	22.04
	DVD - Juvenile	97177151	1-4558-26	144.18
	DVD - Juvenile	97177157	1-4558-26	44.08

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Midwest Tape	(Cont'd)			
	DVD - Juvenile	97180589	1-4558-26	\$ 65.11
	DVD - Juvenile	97182170	1-4558-26	552.56
	DVD - Juvenile	97181755	1-4558-26	43.62
	DVD - Juvenile	97181395	1-4558-26	66.12
	DVD - Juvenile	97179039	1-4558-26	32.54
	DVD - Juvenile	97181568	1-4558-26	25.62
	DVD - Juvenile	97179877	1-4558-26	88.45
	DVD - Juvenile	97180257	1-4558-26	21.58
	DVD - Juvenile	97212247	1-4558-26	189.19
	DVD - Juvenile	97212260	1-4558-26	26.54
	DVD - Juvenile	97212244	1-4558-26	43.62
	DVD - Juvenile	97212242	1-4558-26	16.14
	DVD - Juvenile	97240772	1-4558-26	36.59
	DVD - Juvenile	97240770	1-4558-26	36.59
	DVD - Juvenile	97240765	1-4558-26	43.62
	DVD - Juvenile	97240767	1-4558-26	246.89
	DVD - Juvenile	97240773	1-4558-26	80.52
	DVD - Juvenile	97242412	1-4558-26	97.62
	DVD - Juvenile	97262806	1-4558-26	55.18
	DVD - Juvenile	97262803	1-4558-26	97.62
	DVD - Juvenile	97262792	1-4558-26	65.08
	DVD - Juvenile	97300117	1-4558-26	86.58
	DVD - Juvenile	97300118	1-4558-26	48.29
	DVD - Juvenile	97300125	1-4558-26	97.62
	DVD - Juvenile	97276191	1-4558-26	20.09
	DVD - Juvenile	97276198	1-4558-26	337.86
	DVD - Juvenile	97274354	1-4558-26	44.08
	DVD - Adult	97274361	1-4557-29	74.96
	DVD - Adult	97262807	1-4557-29	42.58
	DVD - Juvenile	97177164	1-4558-29	22.04
	CD Audiobooks - Adult	97303988	1-4551-29	85.58
	DVD - Adult	97177166	1-4557-29	51.58
	DVD - Adult	97177165	1-4557-29	20.54
	DVD - Adult	97212267	1-4557-29	26.54
	DVD - Adult	97212266	1-4557-29	52.33
	DVD - Adult	97212270	1-4557-29	373.59
	DVD - Adult	97212268	1-4557-29	41.08
	DVD - Adult	97214734	1-4557-29	76.45

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Midwest Tape	(Cont'd)			
	DVD - Adult	97240776	1-4557-29	\$ 266.45
	DVD - Adult	97240777	1-4557-29	18.29
	DVD - Adult	97242415	1-4557-29	25.79
	DVD - Adult	97242417	1-4557-29	32.83
	DVD - Adult	97300142	1-4557-29	40.33
	CD Music - Adult	97242414	1-4550-29	32.98
	CD Music - Adult	97276201	1-4550-29	19.34
	CD Music - Adult	97262808	1-4550-29	19.34
	CD Music - Adult	97274362	1-4550-29	30.58
	CD Audiobooks - Adult	97212269	1-4551-29	302.03
	CD Audiobooks - Adult	97214733	1-4551-29	181.16
	CD Audiobooks - Adult	97240774	1-4551-29	244.74
	CD Audiobooks - Adult	97242416	1-4551-29	90.58
	CD Audiobooks - Adult	97262809	1-4551-29	45.29
	CD Audiobooks - Adult	97274564	1-4551-29	45.29
	CD Audiobooks - Adult	97300141	1-4551-29	115.87
	CD Music - Juvenile	97260730	1-4554-29	47.97
	CD Music - Juvenile	97276200	1-4554-29	38.47
	CD Music - Juvenile	97300140	1-4554-29	26.23
	CD Music - Juvenile	97274360	1-4554-29	48.72
	<i>Totals for Midwest Tape</i>			\$ 35,555.06
Monica Swiderski	Refund: 5 Love Languages - #31556004506873	MS042619	1-3310-10	16.00
	<i>Totals for Monica Swiderski</i>			\$ 16.00
Netrix, LLC	EMC VNXe ProSupport 1 Year Renewal - PO5848-1819	424295	1-4233-14	2,948.00
	<i>Totals for Netrix, LLC</i>			\$ 2,948.00
PeopleFacts	New Hire Background Checks - April 2019	33754-042019	1-4253-10	94.22
	<i>Totals for PeopleFacts</i>			\$ 94.22
Petty Cash - District	Toni Greathouse - 4/16/19 Tuesdays w/Toni Program Amt Diff.	1476	1-4571-24	18.75
	<i>Totals for Petty Cash - District</i>			\$ 18.75

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Pinnacle Library Cooperative	Unique Chat - Library Website	19-013	1-4521-26	\$ 3,723.76
		<i>Totals for Pinnacle Library Cooperative</i>		\$ 3,723.76
Prismatic Magic LLC	Program - Prismatic Magic Lasers In Space - 6/4/19	PM060419	1-4575-10	1,049.00
		<i>Totals for Prismatic Magic LLC</i>		\$ 1,049.00
ProQuest LLC	HNP Chicago Tribune & Global Newsstream - 6/1/19-5/31/20	70570779	1-4521-26	15,912.00
		<i>Totals for ProQuest LLC</i>		\$ 15,912.00
Rainmakers Irrigation	Spring Turn On - PO5791-1819	EM042919-3	1-4392-30	1,463.05
		<i>Totals for Rainmakers Irrigation</i>		\$ 1,463.05
Randall Hildebrandt	Reimbursement - Monitor Mounting Screws	RH043019	1-4354-14	14.87
		<i>Totals for Randall Hildebrandt</i>		\$ 14.87
Recorded Books, Inc.	CD Audiobooks - Adult	76205622	1-4551-26	85.70
		<i>Totals for Recorded Books, Inc.</i>		\$ 85.70
Robert Pennor	Program - Watercolor Pencil Drawing - 5/21/19	RP052119	1-4571-24	60.00
	Program - Watercolor Pencil Drawing - 5/28/19	RP052819	1-4571-24	60.00
		<i>Totals for Robert Pennor</i>		\$ 120.00
Ronald Goldie	Program - Monthly Dungeons and Dragons Nights - 5/21/19	RG052119	1-4573-24	60.00
		<i>Totals for Ronald Goldie</i>		\$ 60.00
Ruth Newell	Per Diem - 2019 ALA Annual Conf - 6/19/19-6/25/19	RN043019	1-4173-16	494.00
	Taxi Advance - 2019 ALA Annual Conf - 6/19/19-6/25/19	RN043019	1-4171-16	200.00
	Baggage Fees - 2019 ALA Annual Conf - 6/19/19-6/25/19	RN043019	1-4171-16	140.00
		<i>Totals for Ruth Newell</i>		\$ 834.00
S & S Worldwide, Inc.	CSD - Craft Program Supplies - PO5840-1819	IN100096794	1-4353-20	450.34
		<i>Totals for S & S Worldwide, Inc.</i>		\$ 450.34

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Sarah Ann Saltzman	Mileage - 3/19/19 AART - 3/19/19-4/18/19	SS050219	1-4171-10	\$ 33.99
	<i>Totals for Sarah Ann Saltzman</i>			<u>\$ 33.99</u>
Sebert Landscaping Inc.	Lawn Maintenance - May 2019	183731	1-4392-30	1,436.00
	<i>Totals for Sebert Landscaping Inc.</i>			<u>\$ 1,436.00</u>
Second Story Promotions	Summer Adventure Prizes - Candle Tins	5797-1819	1-4735-10	1,484.00
	<i>Totals for Second Story Promotions</i>			<u>\$ 1,484.00</u>
Sheehan Nagle Hartay Architects, Ltd.	Interior Remodeling	333.01.04	1-4651-30	384.10
	<i>Totals for Sheehan Nagle Hartay Architects, Ltd.</i>			<u>\$ 384.10</u>
Showcases	CMTSD - Multimedia Cases & DVD Cases	311516	1-4371-12	405.26
	<i>Totals for Showcases</i>			<u>\$ 405.26</u>
Steven Ford	Mileage - ILA Maketing Conference - 4/5/19	SF041119	1-4171-10	36.54
	<i>Totals for Steven Ford</i>			<u>\$ 36.54</u>
Susan K. Maddox	Program - Cooking Demonstrations with Chef Maddox - 6/10/19	SKM061019	1-4571-24	300.00
	<i>Totals for Susan K. Maddox</i>			<u>\$ 300.00</u>
Taste of Home	Books - Adult Non-Fiction	01047	1-4541-26	33.98
	<i>Totals for Taste of Home</i>			<u>\$ 33.98</u>
The Bugle Newspapers	Legal Ad - Bkm Bid - 5/2/19 - PO5875-819	126051	1-4243-10	79.80
	<i>Totals for The Bugle Newspapers</i>			<u>\$ 79.80</u>
Today's Business Solutions, Inc.	TBS Upgrades - PO5805-1819	9116	1-4641-14	9,540.00
	<i>Totals for Today's Business Solutions, Inc.</i>			<u>\$ 9,540.00</u>
Toni Greathouse	Program - Tuesdays with Toni Book Club - 5/21/19	TG052119	1-4571-24	75.00
	<i>Totals for Toni Greathouse</i>			<u>\$ 75.00</u>

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Tressler LLP				
	Legal Expense - Attorney - April 2019	403135	1-4241-10	\$ 5,377.00
	Legal Expense - Attorney - Tax Rate Objection - April 2019	403136	1-4241-10	95.00
	<i>Totals for Tressler LLP</i>			\$ 5,472.00
Tria Architecture, Inc.				
	Facility Assessment - Professional Services Through 3/31/19	2962	1-4651-30	3,034.40
	<i>Totals for Tria Architecture, Inc.</i>			\$ 3,034.40
Unique Management Services, Inc.				
	Collection Expense - April 2019	552547	1-4245-10	268.50
	<i>Totals for Unique Management Services, Inc.</i>			\$ 268.50
Valley View School District				
	Bkm & Van Fuel - 4/1/19-4/30/19	VVSD050219	1-4359-29	225.34
	<i>Totals for Valley View School District</i>			\$ 225.34
Vanguard Energy Services, LLC				
	Gas Service - 4/1/19-4/30/19	G404408050319	1-4322-30	1,186.57
	<i>Totals for Vanguard Energy Services, LLC</i>			\$ 1,186.57
Verizon Wireless				
	Telephone Service - 3/17/19-4/16/19	9828346832	1-4311-14	546.41
	<i>Totals for Verizon Wireless</i>			\$ 546.41
Warehouse Direct				
	Communications - Pearlized Paper - PO5844-1819	4257961-0	1-4256-10	263.80
	Circ - Metal Delivery Cart - PO5824-1819	4248652-0	1-4342-10	615.80
	CMTSD - Book Tape, Sharpies	4258306-0	1-4351-10	18.58
	Admin - Post-its, Address Labels, Pencil Holder	4258314-0	1-4351-10	108.57
	Outreach - Stapler, Water	4259309-0	1-4351-10	45.57
	J. Nguyen Notary Stamp - PO5837-1819	4255331-0	1-4351-10	26.95
	District - Supply Closet Restock - April 2019	4280276-0	1-4351-10	532.87
	Circ - Cable Ties, Screen Wipers - PO5835-1819	4255092-0	1-4371-10	44.77
	District - Supply Closet Restock - April 2019	4280276-0	1-4371-10	24.32
	CMTSD - Book Tape, Sharpies	4258306-0	1-4371-12	194.10
	Sample Hooded Jackets - PO5870-1819	4257775-0	1-4711-10	591.82
	Staff Sweater Order - April 2019 - PO5854-1819	4247126-0	1-4711-10	2,599.88
	<i>Totals for Warehouse Direct</i>			\$ 5,067.03

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Watson Label Products				
	Bkm & Main Item Barcodes - PO5803-1819	97787	1-4371-12	\$ 2,244.00
		<i>Totals for Watson Label Products</i>		<u>\$ 2,244.00</u>
Wendy Birkemeier				
	Mileage - 2/28/19 & 4/25/19 PinKids Meetings	WB050319	1-4171-10	25.11
		<i>Totals for Wendy Birkemeier</i>		<u>\$ 25.11</u>
William Cox				
	Mileage - Elevate - 4/26/19-4/27/19	WC050619	1-4171-10	200.68
		<i>Totals for William Cox</i>		<u>\$ 200.68</u>
		Total for Fund 1		<u>\$ 233,544.60</u>

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Maintenance Fund

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
1000Bulbs.com				
	Advance Metal Halide Ballast - PO5862-1819	W01612883	8-4211-30	\$ 171.27
	Building Bulb & Bookmobile Ballasts - PO5847-1819	W01600128	8-4357-30	49.46
	<i>Totals for 1000Bulbs.com</i>			\$ 220.73
Amazon				
	Security - 10TB Hard Drives	A68-1819	8-4357-30	539.98
	<i>Totals for Amazon</i>			\$ 539.98
Ampest Exterminating, LLC				
	Remove Goose Eggs & Nest - PO5852-1819	70311	8-4211-30	345.00
	<i>Totals for Ampest Exterminating, LLC</i>			\$ 345.00
B&H Photo-Video				
	Meeting Room Replacement Mic Clips - PO5849-1819	157052559	8-4211-30	10.07
	<i>Totals for B&H Photo-Video</i>			\$ 10.07
Best Quality Cleaning, Inc.				
	Cleaning Service - May 2019	28842	8-4211-30	6,921.00
	<i>Totals for Best Quality Cleaning, Inc.</i>			\$ 6,921.00
Chase Card Services				
	Sherwin Williams - Studio 300 Room C Floor Paint	P3672-MAY19	8-4211-30	19.18
	Batteries Plus - Fire Alarm Panel Batteries	N3698-MAY19	8-4211-30	599.50
	Kully Supply - Building Sink Control Module	P3672-MAY19	8-4211-30	153.46
	EasyKeys - Admin Office Lock Core	P3672-MAY19	8-4211-30	13.90
	SmartSign - Food Pantry Aluminum Sign	P3672-MAY19	8-4211-30	69.80
	Albany Cty Fast - Area Rescue Station Trident Safety Socket	P3672-MAY19	8-4357-30	62.80
	<i>Totals for Chase Card Services</i>			\$ 918.64
Cintas Corporation				
	First Aid Restock - April 2019	8404102053	8-4215-30	375.21
	<i>Totals for Cintas Corporation</i>			\$ 375.21
Cintas Corporation #344				
	Weekly Mat Service - 5/2/19	344170875	8-4215-30	30.00
	Weekly Mat Service - 4/18/19	344163924	8-4215-30	30.00
	Weekly Mat Service - 4/25/19	344167435	8-4215-30	30.00
	Weekly Mat Service - 4/11/19	344160403	8-4215-30	30.00
	<i>Totals for Cintas Corporation #344</i>			\$ 120.00

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Groot Industries, Inc.	Garbage & Recycling - 5/1/19-5/31/19	3358097	8-4215-30	\$ 357.70
	<i>Totals for Groot Industries, Inc.</i>			\$ 357.70
Hansen Services, Inc.	Monthly Pest Control - April 2019	3905743	8-4215-30	103.00
	Monthly Pest Control - May 2019	3906614	8-4215-30	103.00
	<i>Totals for Hansen Services, Inc.</i>			\$ 206.00
H-O-H Water Technology	Quarterly Water Treatment - Apr, May, June 2019	552744	8-4215-30	250.00
	<i>Totals for H-O-H Water Technology</i>			\$ 250.00
Intrinsic Landscaping, Inc.	Green Roof Maintenance - April 2019	19-0061	8-4215-30	1,245.38
	<i>Totals for Intrinsic Landscaping, Inc.</i>			\$ 1,245.38
Johnson Controls Fire Protection	Building Key Cards - PO5751-1819	85808908	8-4357-30	515.00
	<i>Totals for Johnson Controls Fire Protection</i>			\$ 515.00
Superior Service Solutions, Inc.	Wash Glass, Exterior Entrance Areas, Lightbox - PO5831-1819	3270	8-4215-30	3,630.00
	<i>Totals for Superior Service Solutions, Inc.</i>			\$ 3,630.00
Warehouse Direct	Building - Carpet Cleaner	4262737-0	8-4357-30	114.60
	District - Supply Closet Restock - April 2019	4280276-0	8-4357-30	483.92
	<i>Totals for Warehouse Direct</i>			\$ 598.52
	Total for Fund 8			\$ 16,253.23

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<u>Vendor name</u>	<u>Invoice Description</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Amount</u>
Heartland Cabinet Supply, Inc.	Studio, 2nd, 3rd - Millwork - PO5730-1819	7946	9-4294-90	\$ 17,903.00
		<i>Totals for Heartland Cabinet Supply, Inc.</i>		<u>\$ 17,903.00</u>
		Total for Fund 9		<u>\$ 17,903.00</u>
		Grand Total		<u><u>\$ 267,700.83</u></u>



Jennie Nguyen/Finance Manager

Director

Bookmobile Bid

The bid for a new bookmobile was published in the paper and subsequently sent to 8 vendors. Bids are due in June, and we anticipate making a recommendation to the Board at the July Board Meeting.

Deputy Director (Nancy Korczak)

During the month of April I was able to host and offer tours to different groups. A graduate class from the University of Illinois visited our library. They are taking a Library Buildings tour and Fountaindale is one of their stops of their weekend long trip to the Chicago area to explore different libraries. I took fifteen students around the library pointing out the different architectural features of the building and the design that work well for us. Students were very interested in learning how our patrons use our space and were very impressed with the Studio.

Later in the month I hosted a group from the Small Business coalition group from the Chamber of Commerce. The group learned about our services and then Jeffrey Fisher gave them an extensive tour of Studio 300. Members of the group were looking forward to coming back and working in the Studio.

I ended the month by working with the Outreach Department and hosting a tour for a Kindergarten teacher from one of local schools. She invited students and their parents to meet her here in the evening. Outreach staff did a story time for the children and I took the parents around the library and gave the tour in Spanish. The parents were very interested in our services and asked lots of questions.

From Amina Ali's report

Circulation Services Department Report

- **Food for Fines (National Library Week: April 7-13)**



Total Boxes Collected	46
Total Number of Items Collected	1,515
Total Amount of Fines Forgiven	\$2,223.39

From Kate's Report:

"We had several people pay off their accounts with the canned goods and then give extra to both the food pantry and walked out and put more in the micro pantry. It was great to see so many patrons give back to the community."

We saw a decline from last year for items collected, it was 2,098. This was about a 27% decrease. For next year, the Circulation Staff discussed ways to increase advertising to make patron's aware of Food for Fines week.

- **Updated Bike Lock Procedures**

- For checking out bike locks this summer, patrons must have an active and good standing library card.
- Bike locks are 4 hour checkouts, and must be returned 15 minutes before closing (*bike locks are not permitted to leave the library premises*).
- Circulation will keep a separate log to track bike log checkouts.
- For fines and overdues, locks will be charged \$0.10 every hour (up to \$5.00), \$25 if returned in a bookdrop or the AMH, or billed for replacement cost if not returned by closing.

- **PIRC Meeting @ Plainfield Public Library**

- Matt H talked about purging Reciprocal Borrower Accounts
 - Currently in the consortia, we have 7,000 XYZ patrons. We will be using the parameters:
 - No activity in 2 years
 - No more than \$10 in fines
- Matt H also talked about finding more consistency in Leap with the "Neighborhood Field". Instead of using the "Short Note" field for patron's home library, the Neighborhood Field will be updated to a drop down menu consisting of reciprocal libraries. Matt will keep PIRC Managers updated as he works on this.

Circulation Statistics

New Patrons Registered	201
Holds Pulled From Shelves	6962
Incoming Rails Bins	237

Drive Up Statistics Summary

- We had **860** visits (pick-ups) at the drive through this April, which is up from **859** in March.
 - This amounts to a **.12 percent increase** from last month.
 - Also, total visits were **up 2.02 percent** from April of last year (**843** last year).
 - And we had an average of **33.7** visits per day this month, up from last month (**32.4**).
- The busiest day of April was **Tuesday, April 30th** with **43** total visits.
- The busiest time period was **3-6**, with **306** total visits throughout the month.

In-House Circulation: March 2019		In-House Circulation: April 2019	
Total	3,025	Total	2,549

From Marianne Thompson's report

Outreach Services

Adult Volunteers: 4 volunteers worked at 3 programs for a total of 9.5 hours

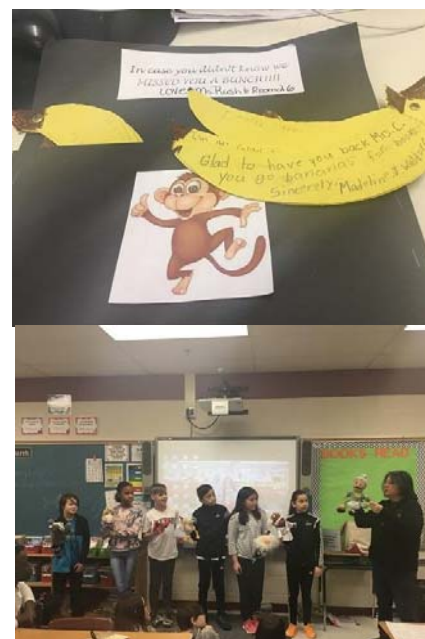
Highlights:



Carolyn Boyer joined the Outreach Team on April 22, as our new Assistant Manager. Carolyn recently worked at Wheaton Public Library as the Community Engagement Librarian, and at New Lenox Public Library as the Youth Services Assistant Manager. Carolyn will be visiting the departments to get an overview of our library services. She has already worked on the Bookmobile & Library Express Van! I am looking forward to working with Carolyn as she learns all the many moving parts of our Outreach Service.

Cindy's return

While Cindy was out on medical leave, we missed her as a staff, but one of the school classes made a great sign for her, "Glad to have you back Mrs. C!" There were several other "banana" signs given to her with similar sentiments. She was very happy to resume her book talks with the elementary students. Mrs. Ureel, has her Kindergarten class write sentences using the puppet show Cindy presents, as inspiration. She wrote down everything the "Fat Cat" ate and the students were to use each one in a sentence. It is wonderful to see the rapport between teachers, students, and Cindy, as they use what she is doing to support the curriculum.

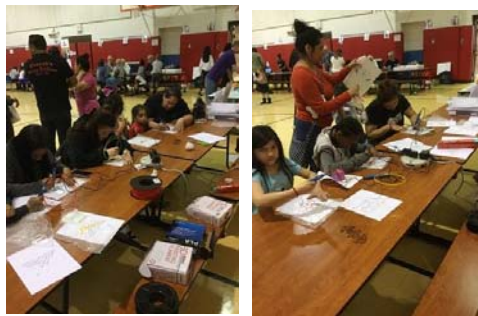


National Bookmobile Day: April 10, 2019



It was a cold and rainy day, and Outreach celebrated the day with tables inside the library for our giveaways, a chance to spin our wheel for prizes, meeting with storytime and booktalk presenters, and checking out materials on the Bookmobile. Marleigha organized the day for the staff, and did a wonderful job! She took photos and worked at the craft table. Cindy and some puppets entertained patrons of all ages. Besides working at the tables, Laura single-handedly saved the spinner from crashing to the floor when an enthusiastic patron gave it a spin! Melissa handed out the trivia questions while working at the tables. Sarah worked at the craft table and on the Bookmobile. I worked on the Bookmobile for two shifts, and others took a turn as well. I heard from CSD staff that they want us to do that again, because it was so much fun for the patrons, as well as the CSD staff! Outreach staff did a great job providing a fun two hours for our public and staff.

STEM Night at Independence School – April 25



Melissa had 90 people visit her table at Independence. She took our 3D pens to demonstrate, which sparked a lot of interest. One parent asked her where she could buy these! Another parent asked if the pens were available to use at the library.

Tons of Trucks: April 28



We were given a new spot to park the Bookmobile this year – right in front of the BRAC building! We had good position for people to notice the Bookmobile. It was very easy to leave the grounds after the event. Carolyn & I hosted the Vendor table inside, while Melissa & Dennis worked on the Bookmobile. Everyone loved the green card holders, our mood pencils, and the “I Love the Bookmobile” stickers. Those who visited the Bookmobile also received our Bookmobile coloring page that you can tape together to create a vehicle! We were very happy the snow melted away from the previous day, and we had a cold, but sunny day!

Friends of Fountaindale Appreciation Dinner – April 24



The Friends approved funding for the Ice Cream Social ice cream, Great Page Race, Rockin' Reading Race, Artist in Residence (Studio 300), and additional dolls for CSD, as well as new toys to help develop a child's imagination and creativity. Vice President Art Bilski did not run for re-election since he and his wife will be moving to Florida. Jean Walsh was elected as Vice President. 39 attended the dinner.

Melissa made her second visit to Atria to provide a program to the Memory Care residents. She printed photos of famous people the residents would know and read facts about the person. She played the game "Hangman" and chose phrases from a memory care book. The residents had to guess the letters – this was well received.

At the Autumn Leaves visit, Melissa brought the game Balloon Volleyball and a small golfing set. Melissa challenged the residents to get the ball through two holes at once. Melissa also provided a bilingual storytime for Ms. Hernandez' kindergarten class from Independence, while Nancy gave a tour to their

parents. This event happens twice in the school year.

IKEA storytime

Dennis took on two storytimes at Panera and IKEA while Laura was on vacation. The theme for the month was "parks". He read from interactive books, and provided activity songs. Dennis does a great job in these storytimes, and the children always have a great time with him. I had no idea IKEA had such a nice set-up for the cookies and treats after the storytime! I hope to attend the IKEA storytime in May.



Marleigha attended the Independence Multicultural Night on April 4. She provided some great giveaways and promoted our library services to 99 people. She also registered people for library cards. This is the largest attendance at our vendor table ever for a multicultural event!



Laura attracts many people to the Bolingbrook Museum Storytimes. This has become an excellent partnership. At other storytimes during the month, Laura experienced a lot of "spring fever" from the children she visited at the preschools. It was a lively month! She ended the month with one class singing to her on her birthday and giving her cards! A nice way to end the month!

Sarah hosts the Heritage Woods book club. Many of the members had not been feeling well for the past couple of months, and we hope with spring actually here, more will return. Two members attended the discussion of "I've Got My Eyes On You," by Mary Higgins Clark. Next month they will read a nonfiction book by Bill Bryson called "The Road to Little Dribbling."

I was contacted by the Outreach Librarian in Hays, KS with several questions about our Sprinter Van. They are considering hiring Farber to build their van. They asked a lot of questions about what we do during poor weather conditions, maintenance costs, and if our Van is still in good

condition. They were pleased to hear our experience was positive with Farber, and that our Van is working well and used in many different ways.

Repairs & Maintenance of Outreach Vehicles:

April 10 – New seat belt & sensor for the Van installed

April 17 – Bookmobile & Van taken in for biannual inspection. Bookmobile tires are showing tire rot. We replaced tires 9 years ago. Marianne asked Diesel Services for the name of a vendor to call.

April 18 – Van taken to Mobility Works – lift was not moving upward correctly. Parts had to be ordered, warranty expired in 2018.

April 24 – Bookmobile taken to Bauer Built in Romeoville for tire inspection. Vendor had tires in stock. Set date for install.

April 29 – Van to Mobility Works for lift parts to be installed; found out the box number was correct, parts inside were wrong. Will reschedule when correct parts come in.

From Jeffrey Fisher's report

Studio 300

Here is an overview of the April 2019 Studio 300 stats:

- 712 patrons actively used our spaces.
- 2563 items were checked out.
 - 118 of that total circulated out of the lab.
- 38 patrons attended our 12 Orientations.
- 330 patrons came to our 39 other Adult/T(w)een programs and tours.
 - Total programming hours came to 60.5
- 13 Non-FPLD people used Studio 300.
- Maker-related: 5 people created 20 items plus an additional 48 3D prints.
- And there were about 2531 blog page views.

Patrick C. and **Justin C.** guided our first monthly *Open Mic* event to a rousing success with its mix of poetry and music from the seven performers and the supportive audience. [Blog post and pictures here.](#) **Adriana A.** started her (two!) new Film Clubs for FPLD movie fans.

Anna G. and **Joe P.** took our Maker tech on the road twice this month: The Independence Elementary School STEAM Fair (with 98 people stopping by) and the Bolingbrook High School one, too (with 87 people stopping by). Attendees asked questions and checked out various maker tech brought along to demo at these events.



It's rare Studio staff gets to see the finished results from a program. Patron LaVale K. was kind enough to lend his business card where he used the photo taken during March's *Professional Headshots* event.

Jeffrey joined ATSD-Teens Randi C. for the annual Brooks Middle School Career Fair where he spoke to about 180 students.



Jeffrey and **Wil C.** interviewed candidates for both the vacant F/T and P/T positions. After reviewing these, we promoted **Justin C.** to full-time to fill the spot vacated by the retiring Joe P. This means we have two remaining P/T slots open. Congratulations to Justin on his new expanded role serving our FPLD community.



April saw the install of our new millwork and countertop which allowed us to empty Room A and merge all of our maker functions into Studio 300 proper. And on April 13 we held classes all day to introduce patrons to these maker machines.

Jeffrey had a busy month with the Tinker Technology Troupe planning their Summer Make-A-Mess Fests, an overview of the new bookmobile

process, instruction on the LibraryAware software for building web carousels from Christina T., and helping Debra D. with the PBS Genealogy video. He gave the new Outreach Assistant Manager, Carolyn B., a Studio 300 overview and guided Steven F. with instructions for making screen-based videos. He also met with John M. from IT to discuss the next round of extensive software updates to the Studio 300 iMacs and Macbook Pro computers. Jeffrey also attended the start of the annual Friends dinner (and discovered his proposal for a 2020 Artist-in-Residence program had been approved). He attended two days of the DPLA Fest in downtown Chicago and focused on those presentations and libraries building their local collections. He came away with good information to deploy here at FPLD. Of course, he attended his usual meetings: Manager's, Programming, Summer Adventure, and PIC.

Jeffrey hosted four people from the Chamber Small Business group for an in-depth tour of Studio 300. And, once again, the Independence Elementary Indy Filmmakers came to Studio 300 two times to begin the editing of their latest video made during the Winter-Spring after school activity. [See our blog post.](#)

Jeffrey worked closely with the *Soon to Be Famous* team on the Manuscript Contest winner announcement. The team interviewed the winner under the pretense we were interviewing all the finalists. During the interview, we told her she'd won, and her reaction is worth watching. [The video is here on the FPLD YouTube channel.](#)



And finally, after six+ years of dedicated service, Studio Services said farewell to **Joe P.** who retired at the end of the month. We wish him amazing success on his life's next adventure!

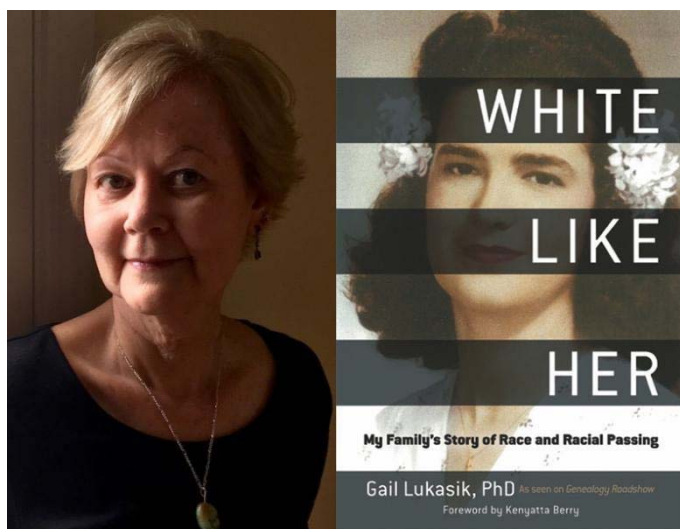
From Debra Dudek's Report

Adult and Teen Services

General Comments on the Month

April was a transition month for our department, as our team made a smooth transition between winter and early spring to spring/early summer programming opportunities. Our supervisors worked diligently to review candidates and conduct interviews for two vacant specialist positions, and to complete training of another recent hire. We received news this month that our amazing reference librarian Tom Degutis will be retiring at the end of June. We are saddened to see him leave our team, and we wish him well in his retirement.

Our team completed their evaluations for our library's database collection. We have conducted these evaluations in previous years, and we have enjoyed seeing what products could be better utilized by patrons, what can be cut to make way for better resources, and what items we'd like to add to our list to share with the community. There are several companies offering similar online services, such as Joanne Fabrics branching out into online crafting tutorials and live streaming services. Skillshare offers similar video based classes similar to Lynda.com, however they have not licensed their videos beyond a beta subscription with a few organizations. As our library invests substantial funds into our databases, it is important to ensure our patrons are well connected to these resources and feel comfortable using them at home, on the go, and in the library.



During National Library Week, the library hosted an author visit and book signing with Gail Lukasik, author of *White Like Her: My Family's Story of Race and Racial Passing*. In her program on April 10, Gail shared her story of participating on the television series PBS Genealogy Roadshow, and was selected to return to the show for a follow up interview. Gail's presentation and reading were fantastic, and her program garnered 28 attendees. Following the program, Gail signed copies of her book and chatted with many of our patrons. She also shared news of how her book is being made into a Netflix series which should be in development within a few years.

Programming (includes):

YA Programs:

Randi's Observations: April was a busy month for me, much of the time spent preparing and presenting programs. I helped out with our Teen Makers DIY. Students used bits and pieces from broken electronics to craft sculptures. Christine Thornton and Catherine Stanek-Whisler both presented popular programs. Christine taught our teens how to paint spring trees using watercolor pencils. Catherine helped our students make art pieces. They hot glued crayons to canvas which were then melted to create these fantastic patterns. They then added silk flowers. The results were all fantastic. We had two great groups of volunteers in during Spring Break that helped stuff most of the 1500 Summer Adventure folders. In fact, Marcy, our practicum student, was able to finish these off so now we are all set for June 1 - the start of our program.

I visited Brooks, Humphrey and Jane Addams Middle Schools with Outreach. I also attended Brooks Middle School's Annual College and Career Fair with Jeffrey Fisher. I pulled materials for three special displays. For the craft, students used scrabble tiles to make their own word magnets. Ashe put together pre-made kits for these visits; however, students chose to make their own words. Our last monthly visits meant we visited Brooks again on Tuesday, April 29. We pulled out our button maker. I made new button templates featuring Marvel characters, musicians, My Hero Academia and more. We had 80 students stop by our table at Brooks. This is the most we have had all year. Buttons are always a big hit!

I had a great time talking with students about how I became a librarian, my educational background and my position at Fountaindale. Several students asked really insightful questions. I also brought our prize wheel along with pop sockets, pencils, library card holders and a few drawstring bags. Students could spin the wheel as long as they asked either one of us a question.

Teen Programming

- We had a large group for a no-school day Anime Night this month of 14 teens! Most of them came specifically for anime night. Ashe let them loose on the library's anime Blu-ray collection and they chose *Fairy Tail*! A good time was had by all.
- There were nine attendees for Dungeons and Dragons this month. It was great to see some familiar faces at this fantastic program.
- We had 19 teens attend our Smash Tournament! It wasn't as hectic as we imagined it would be, however. The new tournament mode with the Switch helps streamline the process and Ashe took input from the teens last time and implemented it this time. She created a specific ruleset for the game to keep everything fair (no special items or battlefield maps). All the kids were good sports and had fun! The final match was especially close, it was super fun to watch!
- Our Marvel Party was relatively chill but no less fun with 13 teens. Ashe reports their favorite parts were the scavenger hunt and the perler bead crafts. It was especially fun hiding the scavenger hunt items in weird places and seeing how long it took for them to be found.
- We had 16 teens attend the Melted Crayon Art program. This amazingly cool and intricate program was a huge crowd pleaser!



Test Proctoring:

As far as Proctor student needs, this month there were ten exams taken. Five were for General Studies while there was none for Real Estate. The ratio of students was 5:0, in favor of women. All the students were from Bolingbrook. Four of the exams were paper while one of the exams was online.

Career Online High School:

Currently Enrolled: 7

Currently Enrolled 30 Day Probation: 0

Currently Enrolled Completed 30 Day Probation: 0

Students 75% Through Program: 3

Graduate: 20

Maureen's Observations: Programming was steady this month. Though ESL numbers were a little bit lower than usual. Summer programming is finalized and our staff is really excited to see our patrons participate in a new slate of programming. I plan to meet with Tony, Jenna, Debra and Randi soon to discuss fall programming ideas.

Programs

- 4/3/19 - DIY String Art - Cathryn Stanek Whisler of Plentiful Programs taught our patrons how to make a masterpiece using different types of string and paint. There were 16 attendees. The projects turned out great! Unfortunately I didn't get any photos.
- 4/10/19 - Easter Basket Cupcakes - Kausi Chandran of Kaycee Creations taught our patrons how to make these cute cupcakes. There were 14 attendees. Some patrons felt like the class was more for beginners and were disappointed that they only got to decorate and take home 1 cupcake. In a past program with a different presenter, they were able to take 3 cupcakes home. Kausi's baked goods are homemade in a commercial kitchen where the other program, everything was store bought. She is a wonderful presenter and most patrons enjoyed this program.



- 4/17/19 - Cooking Demo - Springtime in Italy-- For this program we were blessed to have both Chef Maddoxs here- Susan and Michael. Susan led the class with Michael as her Sous Chef. They get great cooking tips and insight on Italian cooking. They are fun presenters and patrons enjoy their classes as they are engaged and they also ask a lot of questions. Although Susan is contracted out for future programs, we hope to see Michael at another one soon!



Here is an excerpt of Tony Nguyen's Report.

General Comments – For the month of April, I've heard back from the Chicago Swordplay Guild and finalizing their appearance for the fall programming season so I'm very excited for that. I was quite pleased to see the new Scan Stations and scanners that replaced the older model on the 2nd Floor. It's been working great and I've observed an improved experience with patrons who use it.

Here is an excerpt of Jenna DiSandro's Report:

General Comments: I was in charge of some adult programs this month for the first time a couple weekends ago. I met with the instructors for yoga, line dancing, and Zumba before their classes to deliver rosters and checks. It went well and every one of them was ridiculously kind and made me wish I could stay for their class.

Specialist Highlight

Ivette Castaneda

This month I encountered a patron that needed assistance how to access an application through the employer website. After trying different browsers I suggested to contact the employer to let them know the link was not working. The patron came back and updated me that it was in fact a glitch in their website.

I have continued to help other departments with translations when called down and patrons coming up to the desk looking for help in Spanish. I was able to help out in the vortex during their busy game play days. I was able to prioritize and have them wait for their controllers instead of being rushed in trying to get all of their controllers at once.

Specialist Highlight

Jay Purrazzo

This month I completed Drawing for Absolute Beginners through Gale Courses. I posted a review of the class on X-Meets-Y. I would recommend this class to anyone interested in art as a hobby because it has one of the most involved instructors on the platform and it was a big help to my own growth in the hobby. I will try to bring it up to anyone who comes up to the 3rd floor for the material's list for our own art classes hosted in the library. I also wrote a post on the Genealogy blog on the digitization of Homestead Act records, which contain a lot of useful information for all kinds of genealogy projects. The Chills and Thrills Book Club is still going, but attendance has been slowly dropping with only eight members attending this month.

From Wendy Birkemeier's report

Children Services Department

Monthly Overview of Children's Services: Surprise! Surprise! We experienced several snowy days this month. Spring Break's **Undersea Adventure** and our celebration of ***El Día de los Niños, el Día de los Libros*** were April highlights. We introduced two new ways to promote our collection, commemorated National Library Week, attended the Friends of the Library dinner, and completed copy for the summer Fountain. At the end of the month Wendy B. announced that she would retire at the end of June 2019.

Programming: 2154 people attended 159 programs in April!

Spring Break Week (23 programs, 567 attendance)

Sarah D. and Chris Z. coordinated our spring break theme, which was inspired by the ***Students Rebuild Ocean Challenge***. "For every artwork you send us, the Bezos Family Foundation will donate \$2 (up to \$500K) toward youth-focused ocean conservation and restoration efforts in coastal communities, helping to increase awareness, provide jobs and build community resilience. *Students Rebuild Website*" We sent photos of 85 ocean creatures that children made from paper to Students Rebuild. Because we submitted ours before Earth Day, each creature counted as double - \$4 apiece (\$340 total). Debbie S. "had the teens cut out ocean animal die cuts to put in the Creativity Park. The kids could color and decorate them and we added them to the Ocean bulletin board." Chris Z. transformed the Storytime Room into a magical undersea realm, which added lots of atmosphere to the movies, storytimes, sleepover, and other programs that were held there during the week. Drop-in activities included an estimation jar filled with shells and ocean animals of all sizes (83 participants), five scavenger hunts that took children through our collection (127), and five crafts (124).



Noche de la Familia: Bajo del Mar (34) Our program went very well and it was a lot of fun. When kids entered the room they saw the coral reef created by Chris with fish, anemones and corals, a deep sea video was playing on the screens and they all gathered around the light table to play with the fish and gel beads. A nice ocean music was playing in the background. Sarah, behind the red curtain, had the manatee puppet sticking out and moving and they loved it. I wanted to thank Chris for decorating the room so wonderfully. Our program had 2 parts. The first part was dedicated to songs, activities and a story...On the second part of the program we moved to Creativity Park to create an art project. We used plastic forks to paint a puffer fish with tempera colors. Families had a great time. *Andreea D.*



Stuffed Animal Sleepover and Snacktime (2 programs, 38 attendance) Susan F. and Rosemary B. hosted the Sleepover. Susan F. wrote, "The storytime room was decorated with an Under the Sea theme and I turned the lights down a little and had the colored lights on. I also played a beach video in the background." After the children put their toys to bed following a storytime and craft, Rosemary B. and her adult volunteer took photos around the building, which Rosemary turned into an iMovie.



When the children came back the next morning they watched the movie. Kathy B. commented, "I was able to read a story and sing some songs, along with teaching them a little hula dancing. The kids had a great time seeing their friends running amuck in the library."

El Día de los Niños (4 programs, 232 attendance)

Another fun day celebrating diversity, children, and books! Despite the unexpected snow, we had a wonderful turnout. Our events were posted on [ALSC's National Día](#)



- **Make-It Take-It** (75) Rosemary B. planned out a variety of crafts inspired by different cultures. There were projects for all ages, and the patrons seemed to enjoy creating them! She received many thank you's and compliments on everything.



Ballet Folklorico Infinity (67) I hosted this event and was wowed again! The dancers range in age from 5 to 18 years old, and they are all very talented. They added new dances to their show, including Flamenco and an all-boys performance of Los Machetes (they used plastic toy machetes.) Dawn Calderon, the group director, told me they practice twice a week and have been performing at community events and private parties. They had 3 shows scheduled for today including our event! They are a hardworking group, and I am so glad we were able to host their show.



Trinity Irish Dancers (41) Though Debbie hosted the show, I stepped in for a few minutes to take photos with our DSLR camera. The dancers and their teachers brought children from the audience on stage with them and taught them how to dance the jig. The kids had fun and caught on to the steps quickly! There was also a familiar face among the younger group of Trinity's dancers; Ashley's daughter Liana performed!



A big thank you to Sarah for creating a display for Día in the wooden cart! I saw patrons browsing the display. I hope they checked out books! I will make a note to request a bigger display for next year's Día, using the yellow wall or the display by the Storytime Room.
Joyce A.

Arts & Crafts

Reading & Writing

S'mores Book Club (8) I had fun filling in for Joyce at S'mores Club this month. I was grateful to have so many regulars that helped me and the new kids. Studio was so helpful as always. Jeffrey was fantastic with the kids that wanted to record their reviews. Adriana helped me keep calm and get the drive to work when it wouldn't. Anna and Joe helped with the computers while I ran upstairs to help one of the kids find a different book to review. *Chris Z.*

STEAM & Learning Fun

iMake (17 = 13c, 4a) Chris and I hosted iMake. ... We had many fun activities set up for the kids to do. ...we had the iPads with the Pokémon game. Chris also set up the AR feature on the Pokémon game and the kids were able to take fun pictures with the different Pokémon from the game. Next to the iPads, we had dot markers and spring coloring pages....There were also Crystal Connectors, the wooden blocks, a few of the Pen Writers and 2 large puzzles. ... I noticed a little girl about 8 or 9 years old working on the large fish puzzle alone...I sat down next to the little girl and asked her if we could do the puzzle together. It was so relaxing and calming to work on the puzzle. As iMake was ending, we finally finished. The little girl was so proud of finishing the puzzle; she called her mom and sister to show off her hard work. *Marta M.*



Imagineers Club: Imagine under the Sea (6) Andreea D. based her program on **The World Above** book series. Children studied sharks, created an ocean ecosystem in a bottle and explored the SeaShine app, which Andreea put on all the iPads. One mom commented to her son, "Wow! This bottle is really pretty! I didn't know you are going to make something so pretty!" *Andreea D.*

Mini Math Monsters (15) and Number Ninjas (4): Catapult

There is nothing like shooting pom poms and Lego bricks from slingshots and catapults of your own making! Rosemary B. and Susan F.

concluded their math club series with this popular activity. With some practice and modifications, kids were able to knock down a wall of boxes constructed from Ellison dies.



Adventures in Homeschooling: Faraway Places at Your Fingertips: Haiti (2 programs, 96 attendance) Homeschool Haiti was a scientific sort of day. Since we are winding down our year we located all of the continents, the equator, talked about the weather when you live closer to the equator, jet streams, hurricane currents, earthquakes, the Richter scale, deforestation, why deforestation creates problems when natural disasters occur and why cholera is a problem. From its rich and luxurious beginnings, through many political changes and now being one of the poorest countries in the world, we made our way across 4 centuries but were able to end with hope on our minds. Haiti is working towards economic growth and political peace but these things do take time. With the U.N. finally ending its 13 year peacekeeping mission on the Island, they are rebuilding armies and ready to move forward.



Because building structures that can withstand hurricanes and earthquakes are crucial, we learned about construction and how they are improving living conditions. After a general talk on the subject, we gave small groups marshmallows and toothpicks and instructed them to make a two story building. The purpose was to see if they could create an earthquake proof structure. After about ten minutes of work, we tested the structures out in a pan of gelatin. Starting with mild earthquake shaking of 3.5 on the Richter scale to a violent eruption depicting a 7.6 on the Richter scales, the table shook. Most of our buildings

remained intact which means they were listening to the instructions well. *Kathy B.*

I found a book about a family who relocated to the United States but still had an Aunt that lived in Haiti. The Aunt was a painter, *Aunt Luce's Paintings*. For the craft, we showed them the loom that is in one of our STEAM kits and we did a weaving project. It was a craft that took patience and it was not easy. The majority of the kids did very well with the project. I was glad I tried it! *Debbie S.*



Friday April 12, Homeschool morning session no one showed up for the preschool portion. The afternoon session had 10 children and 6 adults. It was a very lively group in the preschool room. We colored pictures, made a clothespin butterfly and read stories. *Rosemary B.*

Roots: Thurgood Marshall, Madame C.J. Walker (7 = 5 kids, 2 adults) Judith and Ernie presented another great slideshow on the first African American Supreme Court Justice and one of the first African American millionaire entrepreneurs. After the presentation, Judith and Ernie led the group in a game of Jeopardy!, asking questions about the heroes we discussed in previous programs. Many of the kids were new, so Judith's husband, Earnest, Ernie, and I helped out when needed. Judith even gave everyone prizes at the end....It was a small group today, and a family that normally attends had arrived very late. Mom told me it was very hard for their family to get to the library at 1:30 on a Sunday. I let her know that we were offering Roots on Saturdays in the summer, and she said "that would be amazing." I am hoping we can move Roots to Saturdays in the fall, too. *Joyce A.*

Tween DIY: Microwave Brownie in a Mug (9) They were very happy with what they made. Clean up took about an hour. Some kids could not have soy milk, so we substituted water. *Sarah D.*

Storytimes Because Spring Break was the week of April 14, the last week of Storytime was April 7. 693 people attended the 25 Storytimes. Storytimes featured spring and undersea themes. Here are comments from staff about their experiences.

Morning Lapsit ended in a special way. "Every day parents make efforts to improve their babies' literacy skills by participating in programs and reading. Graduation Party for babies was meant to recognize and encourage their dedication. When I read the book, *The Wonderful Things You Will Be*, the message made the parents contemplative. We shared a moment of awareness of the beautiful things we do together in storytime. They enjoyed the book and it was perfect for the occasion....One dad said: It is a little bit intimidating to be the only dad in a room full of moms. We like the program and we like to come. I thanked him for attending the program regularly because this encourages other dads to come and sets a nice example." *Andreea D.*



Sensory Storytime (20 = 11c, 9a) We read stories, played some songs, played with My Quiet Book, puzzles, water beads, sensory jars, and the basketball hoop. This was a great group of kids and parents, everyone participated in the songs and had lots of fun playing with the toys. *Rosemary B.*

Polish Storytime This month, our theme was animals ... farm animals, zoo animals and pets. After the march, we sang the "Itsy Bitsy Spider" song. It was very interesting to see the look on the children's faces, when they heard the melody of a song that they knew but it was sung in Polish and not in English. Our second story was called "Animals". This story was about farm animals. I laminated the pictures of the different animals mentioned in the story and handed them out to the children. I told the children to listen to the clues that I will be reading about each animal and if they have the animal that I'm describing, they can come up and put it on the felt board. Most of the kids understood enough Polish and were able to bring up their animals and put them up on the felt board, there was one little girl that needed assistance from her mom because she could not fully understand the story. *Marta M.*



Program	Number	Attendance
Storytimes	25	693
Active	22	703
Passive	19	584
Games in Library	93	174
TOTAL	159	2154

Collection Development

We turned two ideas into reality this month by creating mini displays on some shelves in the fiction and nonfiction sections and by starting to loan Take-Home Storytime Kits.



Face-out Shelf Displays: Using materials from our Author Archive, we created displays for Beverly Cleary, who celebrated her 103rd birthday this month, and for Jack Prelutsky and Jane Yolen to promote Poetry Month.

- *Take-Home Storytime Kits* In an effort to increase picture book circulation and provide more items of interest to parents we developed kits of books and CDs, each with a theme. Wendy B. and Sarah D. took the lead on the project, brainstorming ideas and procedures. Nancy K., Christina T., and Amina A. contributed their ideas as well. By spring break week, we were ready to go! Staff members rubber-banded sets of three books and a CD with a bright tag identifying the theme and encouraging families to take the items home and turn them into a Storytime. Many kits were based on our Undersea Adventure theme. We displayed the kits in the DIY Storytime Corner, on the windowsill of the Creativity Park and in programs. Some were checked out following Preschool Activity Time and the math clubs. We loaned 18 kits in about two weeks.



Building Operations (Tasos Priovolos)

Jack Oestreich joined our team as a Building Security Monitor on April 15th. We are happy to have him join our team!!

New millwork was installed for the new studio makerspace. This new millwork will allow studio staff to display the makerspace equipment we have available to patrons. The added studio millwork will also provide the needed workspace for studio staff.

Our annual fire pump and double pre-action fire suppression system were tested in April. This testing includes running the pumps to test the flow of water needed during a fire. Bolingbrook Fire Department was also on-site to certify the test.

We continued working with Sheehan Nagle Hartray to finalize the design and drawings for the proposed 2nd Floor Computer Lab conversion to a meeting space. The final design was issued for bidding to the public. Contractor bids were opened on April 19th with two contractors bidding.

Tria Architecture, along with their sub-contractors, have started the facilities assessment of our building. This is the first step in creating a 20-year plan for building maintenance. This work is being completed as part of the Infrastructure Plan and Schedule goal on our current Strategic Plan.

Completed the final version of our master disaster plan which will define the procedures needed during a disaster. Jeffrey Fisher is assisting us with final formatting prior to having it printed. This work is being completed as a part of our current Strategic Plan.

Our annual fire extinguisher and emergency lighting inspection was completed. Deficiencies found during the inspection were properly repaired.

We had the windows cleaned and sidewalks power washed in April. This is part of our on-going exterior maintenance during the warmer months.

ZENDESK -



In April, 54 new maintenance tickets were created, and 56 new or existing tickets were completed.

Collection Management & Technical Services (Christina Theobald)

Staff Updates

Chris Castle, Cataloger, celebrated his one year anniversary on March 26th. Brett Luminais, Children's Collection Development Librarian, celebrated his one year anniversary on April 30th. Congrats Chris and Brett! We are so happy to have you on our CMTSD team!!

CollectionHQ User Forum

This past month, we hosted the Collection HQ 2019 User Forum here at Fountaindale. Christina, Lynnette and Brett attended on behalf of our library and CMTSD.

Approximately 50 guests attended, including Collections and Public Services staff from over twenty libraries in the Northern Illinois area. It was quite illuminating listening to libraries' experiences using CHQ and their perspectives on collection development and management. A handful of libraries leverage help from volunteers on a regular basis to perform routine weeding tasks. Another library deemed theirs as a "zero growth collection", meaning one item in, another is weeded out, due to their space limitations. Additionally, representatives from Collection HQ and Baker & Taylor provided updates on new features in CHQ, including the ability to run reports and compare data with other libraries region-wide and consortium-wide.

CSD Weeding Presentation

Christina spoke at the April Children's Services department meeting and presented on CMTSD's weeding process. Christina detailed how her department applies the CREW method and Collection HQ to discover items that may need to be withdrawn from the collection. Current statistics on the condition and usage of juvenile materials was also presented.

End of Year Ordering

CMTSD has been very busy preparing for the end of the fiscal year. Collection Development librarians are making final selections for the rest of the year and are working to expend collection budget lines. Acquisitions, Cataloging and Processing staff are working together to get all of these materials out on the shelves and into the hands of our patrons.

Pinnacle Purchase On Demand

The Pinnacle Purchase On Demand Subcommittee met on April 12th to discuss the program's progress and address any issues. After almost a year of doing Purchase On Demand, a total of 36 titles have been purchased, garnering 128 circs. Another 4 titles are now on order for patrons that have placed holds. The overall turnover rate for purchased POD titles is 3.56.

Library	Titles Purchased	Total Cost	Total Circs	Turnover Rate
Fountaindale	8	\$104.68	34	4.25
Joliet	9	\$123.72	30	3.33
Lemont	5	\$51.92	34	6.8
Plainfield	5	\$78.13	21	4.2
Shorewood-Troy	4	\$40.13	6	1.5
White Oak	5	\$91.90	3	0.6
Totals	36	\$490.48	128	3.56

Data as of 4/19/2019

The circulation data and turnover rates prove these titles are not at risk of being “dead on arrival” and are circulating more than once. The subcommittee discussed the viability of this program and how we should define its success. Since we share resources in a consortium environment, we must work within certain restrictions and limited criteria for title selection. This means that POD will never yield as high of numbers compared with larger standalone libraries that load entire publisher catalogs into their systems. However, the group agreed that the program still serves as a useful supplement to our collection development practices and is helpful to gauge interest on questionable titles.

Comparison of Physical Collection Circulation

April 2018 to April 2019

**Sorted by Category Name – Alphabetical*

Collection Categories	Apr 2018 Circs	Apr 2019 Circs	Change	% Change
Adult Audiobooks	1078	988	-90	-8%
Adult Bookmobile Collection	347	310	-37	-11%
Adult Fiction	4859	4355	-504	-10%
Adult Non-Fiction	5196	5124	-72	-1%
Foreign Language Adult	223	155	-68	-30%
Foreign Language Juvenile	922	640	-282	-31%
Foreign Language Young Adult	21	12	-9	-43%
Graphic Novels	2800	2722	-78	-3%
Interlibrary Loan	265	227	-38	-14%
Juvenile Audiobooks	453	380	-73	-16%
Juvenile Bookmobile Collection	2682	1814	-868	-32%
Juvenile Fiction	5516	4531	-985	-18%
Juvenile Non-Fiction	5093	4637	-456	-9%
Large Print	775	712	-63	-8%
Local Author Collection	4	5	1	25%
Magazines	934	715	-219	-23%
Movies	12794	11263	-1531	-12%
Movies - Juvenile	5833	4723	-1110	-19%
Music CDs	2434	1529	-905	-37%
On-The-Fly	21	12	-9	-43%
Picture Books	10407	9391	-1016	-10%
Reference	14	2	-12	-86%
STEAMboxes	56	36	-20	-36%
Studio 300 Collection	3056	2552	-504	-16%
Technology & Equipment	1041	969	-72	-7%
Technology & Equipment - Juvenile	218	157	-61	-28%
Toys	115	82	-33	-29%
Videogames	2224	1802	-422	-19%
Young Adult Audiobooks	105	76	-29	-28%
Young Adult Bookmobile Collection	19	20	1	5%

Young Adult Fiction	1116	1155	39	3%
Young Adult Non-Fiction	256	327	71	28%
Totals	70877	61423	-9454	-13.3%

Battle of the AV Formats

Format	Circs		Format	Circs
Blu-ray	3,293	vs.	DVD	13,269
CD Audiobook	1,039	vs.	Playaway Audiobook	627

Special Collections

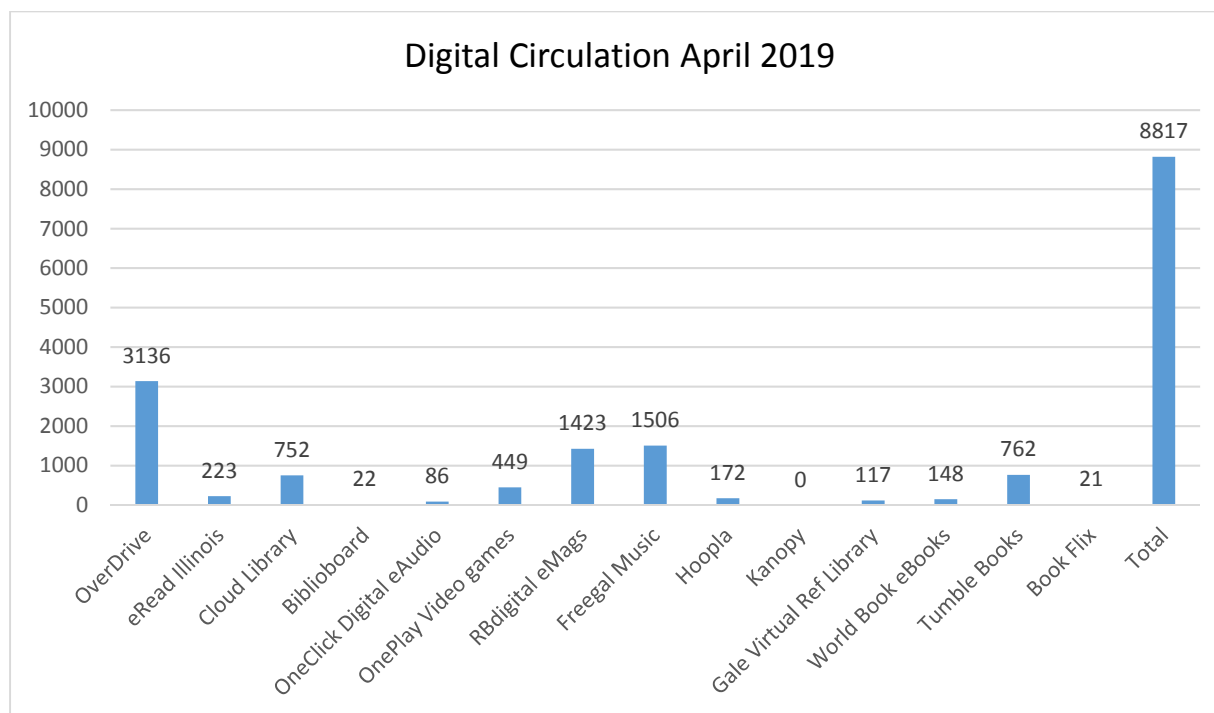
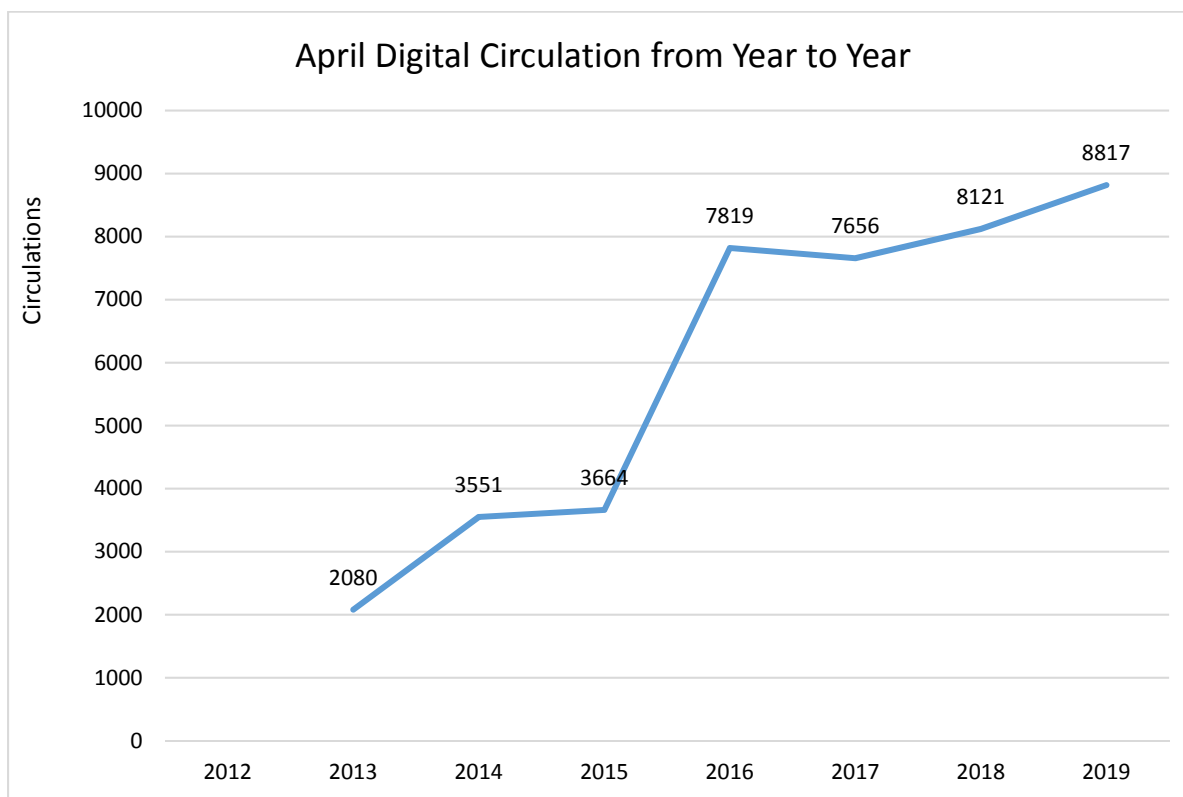
Collection	Circs
Mobile Hotspots	43
Dolls	54
STEAMboxes	36

Comparison of Digital Collection Circulation

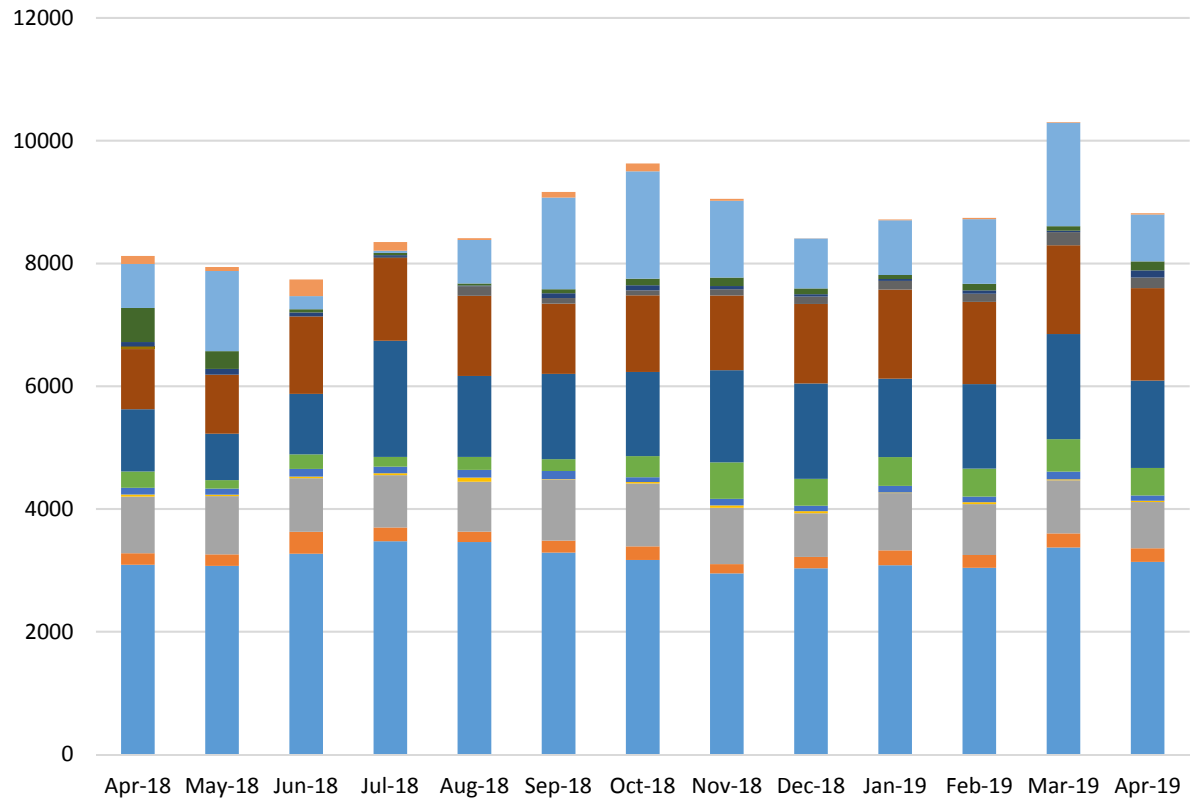
April 2018 to April 2019

Digital Platform	Apr 2018 Circs	Apr 2019 Circs	Change	% Change
eRead Illinois eBooks	109	164	55	50.46%
eRead Illinois eAudio	77	59	-18	-23.38%
OverDrive eBooks	1766	1714	-52	-2.94%
OverDrive eAudio	1325	1422	97	7.32%
cloudLibrary eAudio	83	124	41	49.40%
cloudLibrary eBooks	321	263	-58	-18.07%
cloudLibrary Shared	519	365	-154	-29.67%
Biblioboards	34	22	-12	-35.29%
Kanopy	0	172	172	0.00%
Rbdigital eAudio	109	86	-23	-21.10%
Rbdigital eMags	266	449	183	68.80%
Freegal Music Downloads	204	428	224	109.80%
Freegal Music Streaming	811	995	184	22.69%
Hoopla	981	1506	525	53.52%
GVRL eBooks	72	117	45	62.50%
World Book eBooks	555	148	-407	-73.33%
Tumblebooks	719	762	43	5.98%
BookFlix	129	21	-108	-83.72%
Totals	8080	8817	737	9.12%

For April 2019, digital circulation was **12.56%** of the library's total circulation.



Digital Collection Circulation



	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19
Book Flix	129	66	270	141	27	91	128	31	2	14	23	11	21
Tumble Books	719	1306	216	37	711	1494	1748	1251	813	893	1052	1687	762
World Book eBooks	555	289	51	36	34	64	108	140	94	63	106	71	148
Gale Virtual Ref Library	72	93	66	28	9	80	82	52	39	33	55	25	117
OnePlay Video games	41	0	0	0	0	0	0	0	0	0	0	0	0
Kanopy				18	156	91	83	101	121	139	134	212	172
Hoopla	981	963	1261	1349	1307	1145	1248	1218	1296	1454	1339	1449	1506
Freegal Music	1015	756	984	1893	1320	1389	1372	1500	1553	1277	1377	1712	1423
RBdigital eMags	266	136	239	157	211	192	344	596	438	469	456	529	449
RB Digital eAudio	109	101	125	109	125	131	78	105	89	106	91	126	86
Biblioboard	34	22	25	29	67	5	23	41	33	12	32	14	22
Cloud Library	923	949	874	853	814	998	1024	916	713	933	830	865	752
eRead Illinois	186	189	357	225	170	196	223	152	184	241	207	231	223
OverDrive	3091	3071	3270	3473	3459	3288	3167	2949	3033	3083	3041	3371	3136

Digital Content Fast Facts April 2019

Overdrive

- There were **4,366 unique users**, which is an **11.1% growth** from last April.
- **eBooks** accounted for **59.4%** of checkouts, while **eAudio** accounted for **40.6%** of the month's usage.
- **87.4%** of checkouts were for **Adult** titles, **7.0%** were for **Young Adult** titles, and **5.5 %** were for **Juvenile** titles.
- Our consortium has **16,246 active holds** and **7,683 titles currently checked out**.

cloudLibrary

- In March, there were **174 active users**. **Of those, 26 are new patrons**.
- There were **78 Pay Per Use eAudio circs**; 24 from Fountaindale patrons and 54 from Lemont patrons.

eRead Illinois/Axis 360

- In April, there were **82 active users**, **22** of which are **new users**.
- The top 3 circulating subjects for April was **Fiction, Juvenile Fiction, and Biographies**.

Hoopla

- There were **1,506 total circs** borrowed by **341 patrons**. The **average number of circs was 4.4 circs** per patron, with 51 individuals using all 10 circs.
- **Audiobooks** were the most borrowed format, accounting for **51%** of all circs, followed by **eBooks with 18%**, **Movies with 10%**, and **Music with 7%** of circs.
- **Adult Fiction** was the most borrowed category, accounting for **47%** of all circs, followed by **Adult Non-Fiction with 32%** and **Juvenile Fiction with 13%**.

Kanopy

- The **top five most popular videos** in March were: *Captain Fantastic*, *Logan Lucky*, *Grace Jones: Bloodlight and Bami*, *Red Hollywood: Films Made by Victims of the Hollywood Blacklist* and *Trumbo*.
- Our patrons played **172 distinct video titles** and **266 video plays**.
- The site was **visited 797 times** and received **987 page hits**.
- In April, there were **50 active users**.

Freegal

- April yielded **428 music downloads** and **995 songs streamed**.
- April's top **streaming music genres**: Classical, Pop, Rock, Children's and Soundtracks.
- April's top **downloaded music genres**: Classical, Pop, Alternative and Rock.

Physical Items Added and Withdrawn

Physical Items	Apr 2019 Added	Apr 2019 Withdrawn
Adult Audiobooks	70	2
Adult Bookmobile Collection	140	351
Adult Fiction	737	3887
Adult Non-Fiction	437	24
Foreign Language Adult	24	2
Foreign Language Juvenile	4	2
Foreign Language Young Adult	0	99
Graphic Novels	133	8
Juvenile Audiobooks	10	134
Juvenile Bookmobile Collection	287	13
Juvenile Fiction	377	12
Juvenile Non-Fiction	203	14
Large Print	78	4
Local Author Collection	0	0
Magazines	355	38
Movies	773	243
Movies - Juvenile	143	15
Music CDs	30	2
Picture Books	468	31
Reference	6	0
STEAMboxes	0	0
Studio 300 Collection	0	0
Technology & Equipment	8	12
Technology & Equipment - Juvenile	0	1
Toys	16	5
Videogames	10	2
Young Adult Audiobooks	8	242
Young Adult Bookmobile Collection	4	0
Young Adult Fiction	89	8
Young Adult Non-Fiction	41	0
TOTALS	4451	5151

Acquisitions

- Purchase Orders created and released: 18
- Purchase Orders closed out and received: 89
- Invoices Paid: 211
- PODs Purchased: 1

Processing & Repair

- New cases: 110
- RFIDs/Stingrays: 59
- Repairs: 87
- New artwork: 23
- Stolen: 5 reports
- Disc repairs: 86
- Processed (spine & pocket): 3137
- New stickers: 1320*
- Discard & de-processing: 3677
- Playaway battery covers: 1
- Call no. changes: 333

Interlibrary Loan

279	Items Received for our patrons <ul style="list-style-type: none">• 223 items from IL libraries• 56 items from out of state libraries
214	Items Sent out to other libraries <ul style="list-style-type: none">• 122 to IL libraries• 86 to out of state libraries• 6 to XYZ libraries
334	Items requested by our patrons this month <ul style="list-style-type: none">• 305 submitted in OCLC• 19 items were too new to request<ul style="list-style-type: none">• 4 were available in Pinnacle• 6 were out of country only• 1 eBook by our patron• 3 XYZ Patrons
303	Items requested by OCLC libraries this month <ul style="list-style-type: none">• 174 from IL libraries• 129 from out of state libraries• 0 out of country

CollectionHQ Statistics

CHQ Status	Adult	Young Adult	Juvenile	Totals
Dead - Items that have not circulated in <u>2 years</u> CHQ Recommendation: less than 10%	14,816 Down 1,216 items 12.73%	3,602 Down 127 items 18.57%	14,217 Down 333 items 13.03%	32,635 Down 3,505 items 13.29%
Collection Check - Anything that has not circulated in <u>4 years</u> CHQ Recommendation: less than 10%	2,193 Down 288 items 14.80%	498 Down 49 items 13.83%	747 Down 426 items 7.29%	3,438 Down 763 items 10.53%
Grubby - Items that have circulated <u>75</u> times or more CHQ Recommendation: less than 10%	10,192 Down 719 items 8.76%	856 Down 27 items 4.41%	13,455 Down 250 items 12.26%	24,503 Down 996 items 9.98%
DOA Items that have been added to the collection in the last 6 months, and only circulated 1 or less times in the last 18 months. CHQ Recommendation: less than 10%	2,307 Down 294 items 17.12%	595 Down 31 items 32.45%	1,373 Down 421 items 18.37%	4,244 Down 746 items 18.29%
Turnover April 24, 2018 to April 22, 2019	2.16 Turnover	1.84 Turnover	2.75 Turnover	2.4 Turnover

NextReads Newsletters

Subscribers	11 New	Unsubscribed	11 Unsubscribed
Newsletters	<ul style="list-style-type: none"> 266 Items clicked open April New Movies highest clicks (290) 	Mobile Views	25.68% Mobile Views
Emails	<ul style="list-style-type: none"> 1,056 Sent 34.79% opened 	Highest Subscribers - New York Times Fiction Bestsellers (88)	74.32% Desktop Views
			April 14, 2019 NYT Fiction Bestsellers (24) emails opened

Displays

Lobby Tree

- Staff Picks (93)

Lobby Display

- Popular Picks (128)
- Smart Money (38)
- Who's Your Hero (169)
- National Library Week (9)
- Holocaust Remembrance (4) Up four days
- Think Spring (47)

2nd Floor

- Game of Thrones (39)

3rd floor self-check

- SAAM (12)
- Spring Cleaning (42)
- DIY (8) Up two days

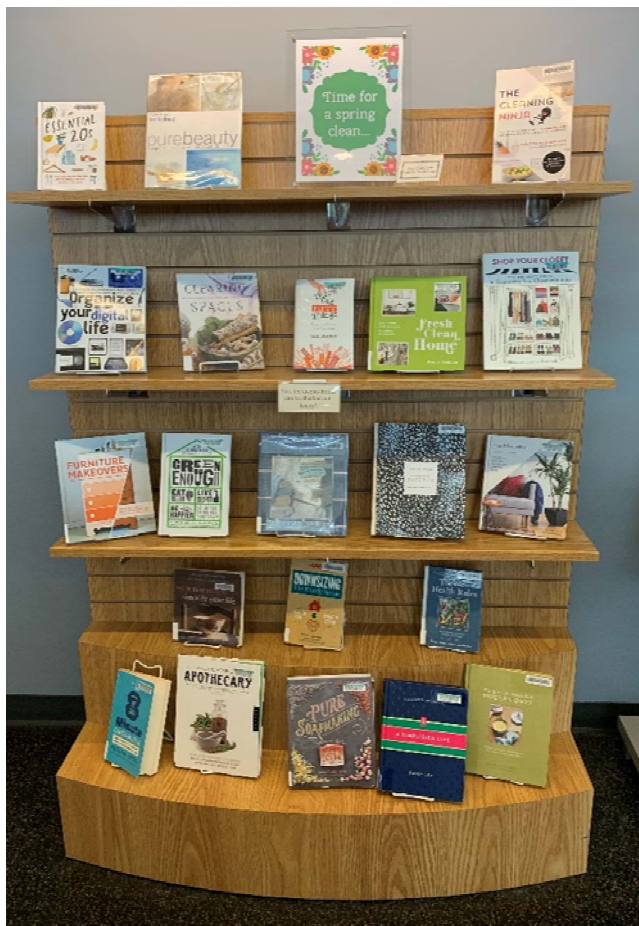
Holiday

- Spring (36)
- On Safari (60)
- Weather (37)
- Easter & Passover (65)
- Friendship (27)
- Cinco de Mayo (26)
- EZ as ABC (25)
- 1000 Books Before Kindergarten (232)

Yellow Wall

- Reading with My Peeps (124)





Communications (Melissa Bradley)

Communications General Updates

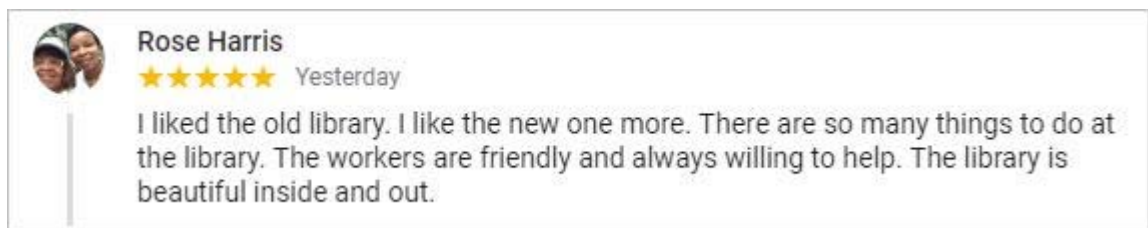
- Melissa, Sabrina and Steven attended the 2nd annual ILA Marketing Forum Mini-Conference at Schaumburg Township District Library.
- Melissa and other staff met with Michael Swendrowski for an overview of the design and layout of the proposed new outreach vehicle.
- Melissa and Steven demoed a new notification software (Message BEE) from Unique, the same company that manages our website's live chat.
- Steven continued working with Matt Hammermeister and PatronPoint to develop an improved notification system for our ILS.
- Steven continued to work with Joyce and Nancy to finalize our Beanstack platform and training materials ahead of Summer Adventure.
- Melissa and Sabrina attended the Ice Cream Social meeting.



- Sabrina, Steven and Nancy edited and proofread *The Fountain* (June-August 2019).
- Sabrina created the Summer Adventure ad for the Theater-on-the-Hill handbill.

Media Coverage

- [The Bugle](#) picked up our story about the new Micro Pantry and mentioned National Library Week.
- [Valley View School District](#) also featured our National Library Week and new Micro Pantry in their “News from Our Community Partners” section.
- We received a great 5-star review this month on Google:



Strategic Planning

- Goal Team 2 added a new objective to our current strategic plan. We are planning and implementing a campaign to increase the public’s awareness of our services and to celebrate the library’s 50th anniversary in 2020.
- We continue to send out program evaluation surveys to people who attended our events and programs. Our grand total is 3,226 completed surveys.
 - The most frequent way people hear about our programs is via the website (44.72%) and *The Fountain* newsletter (35.38%).

Social Media Paid Ads

- The Food for Fines paid ad ended. The ad ran April 9–12. We spent \$5, which reached 655 people and had 6 engagements.
- The Friends of Fountaindale Book Sale paid event ended. The ad ran April 3–6. We spent \$5, which reached 582 people and had 14 event responses.
- The Open Mic Showcase Night paid event ended. The ad ran April 3–8. We spent \$7, which reached 765 people and had 11 event responses.

Social Media Metrics

- Facebook Metrics
 - 22 new people liked our page
 - 322 people viewed our page
 - 50,823 people saw our content
 - 18,263 people saw our content because a friend shared, liked or engaged with it
 - 3,446 people engaged with our content (clicked, liked, commented or shared)
- Twitter Metrics
 - 2 new followers
 - 223 page views
 - 13,000 tweet impressions
- Instagram Metrics
 - 18 new followers
 - 519 post likes

Email Marketing Metrics

- 24 emails sent (16 of which were one-time welcome emails to new patrons)
- 76 new subscribers
- Average open rate: 45.41% (industry average is 19.85%)
- Average click rate: 20.58%

Finance (Jennie Nguyen)

Highlights

- **Book Cart** – I have been working with the Circulation Manager, Amina Ali, to research cart types and pricing for a cart which could be used by the Circulation Aides for weeding out books. I have contacted several vendors including Lyngsoe, Warehouse Direct, and several others. Amina and I were able to select a cart that best fits the needs of the Circulation Department and within our budget range.
- **2019 Elevate Program** – I was fortunate enough to be selected to attend the 2019 ILA Elevate Leadership program in Springfield on April 27th. I was able to meet and network with several members of the Illinois library community. The purpose of the program was to learn how to build effective teams as well as diagnose and solve common team problems.
- **Artwork Appraisal** – I had spent some time discussing and setting up the objectives as well as terms of the artwork appraisal with our appraisal company, MIR Appraisal Services, Inc.

- **Coffee Services** – I had received notification from a Warehouse Direct representative of a rental fee for the Keurig coffee machine due to a drop in our coffee supply orders. After a conversation with our direct sales manager from Warehouse Direct, Neil Bruns, concerning the rental fee, which he had no notification of, the fee was cancelled. Neil had been reminded on the amount of orders every month that are placed with the company which the coffee order is just a small portion. Not only did he agreed with this, a new Keurig machine was brought out to us to use.
- **Costco Membership** – Jenna, ATSD Specialist, was added to the Library's Costco business account. She had some issues obtaining the membership card due to a misunderstanding on the part of the customer membership representative. I had spoken with the Customer Service supervisor and clarify Jenna's staff status as well as updating her profile with the tax exemption status. Now Jenna is free to go shopping for the Library.
- **Laconi Survey** – I had completed the financial portion of the 2018/2019 Laconi library survey. This survey is complete on an annual basis.
- **Children Services Department Orientation** – I had the pleasure of sitting with several members of the Children Services staff members at the service desk on April 16, 2019. I was able to learn the level of service our Children Services staff provide to our youngest patrons and their parents. It was wonderful to see how excited the little ones were excited to use many of the features in the department. I was able to discuss the financial needs and internal controls of the department's cash box.
- **Friends of the Library Treasurer's Report** – Marianne, Friends' Liaison, had asked me to review the treasurer's report for the upcoming Friends' Appreciation Dinner. I had reviewed it and made some formatting suggestions, which was accepted.
- **Chase Credit Card Fraudulent Charge Issue** – Because of the Chase credit card being compromised, Allyse made a list of hotels that were initially charged on the Library's main card, but hadn't gone through yet. She had also went through and made a list of recurring charges, who the staff member was that initiated/monitored the transactions, and the frequency.
- **Vendor Profile Change Form** – With the increase in financial scam occurring in the business environment, I had taken the necessary steps to increase our internal control process. As part of a new internal control step, Allyse and I created an official form for the vendor to complete and signed to verify the legitimacy of the request for payment information change. This is another step Finance has taken to protect the Library from potential fraud.

Special Projects

- **Bank RFP** – The terms and dates of the Library's Bank RFP has been reviewed by the Executive Director and our attorneys. The Bank RFP will be brought to the May 2019 board meeting to be review for approval by our Board of Trustees.

Human Resources (Lea Pottle)

Staffing and Recruiting

Open Positions:

- Adult and Teen Services Specialist
- Circulation Services Aide (2)
- Finance Specialist
- Studio Services Specialist

New Employees:

- Jack Oestreich, Building Security Monitor, 4/15/19
- Carolyn Boyer, Outreach Services Assistant Manager, 4/22/19
- Brittany Schwager, Adult and Teen Services Specialist, 4/29/19

Change in Status:

- Justin Clash, Studio Services Specialist, changed status from part-time to full-time, 5/12/19

Departures:

- Andre Burton, Adult and Teen Services Specialist, 4/19/19
- Julie Walker, Circulation Services Aide, 4/27/19

Training and Development;

- Grundy Will Human Resources Association Meeting; Lea
- HR Source Library Roundtable; Lea

Policy Revisions

- The project of reviewing the Employee Handbook has been completed. Policies were reviewed and edited for presentation to the Board, Lea

Group Medical Insurance; Lea

- Ongoing review of renewal information for the District's group medical insurance.

Anti-Discrimination and Anti-Harassment Training; Lea

- Provided annual Anti-Discrimination and Anti-Harassment training for the Collection Management and Technical Services Department.

Executive Director's Annual Performance Evaluation; Lea

Assisted the Board of Trustees with the Executive Director's annual performance evaluation. Created a survey using Survey Monkey and compiled data for the Board.

Information Technology (John Matysek)

During the month of April 88 new help desk tickets were created by FPLD staff, and 101 new or existing tickets were solved by IT staff.

Reconfigured the library's Domain Name Service (DNS) settings to support the forthcoming update to patron email notices by vendor PatronPoint.

Along with multiple staff, attended a presentation by consultant Michael Swendrowski on the design and features of the proposed replacement Bookmobile.

Along with Randall Hildebrandt, Jose Robles, and Nathan Peddicord, removed and reinstalled IT equipment at the 2nd floor public desk, 3rd floor public desk, and in Studio 300 for mill working upgrades to provide enhanced patron service.

Along with Randall Hildebrandt, Jose Robles, and Nathan Peddicord, began researching Mac Mini mounting options for future deployment to the 2nd floor Computer Commons for patron usage.

Along with Randall Hildebrandt, Jose Robles, and Nathan Peddicord, worked with vendor Today's Business Solutions (TBS) to install new Windows 10 based replacement SimpleScan/FAX computers and scanners on the 2nd floor, 3rd floor, and in the Studio.

Met with Jeffrey Fisher to discuss options for the upcoming software refresh on all Studio 300 patron Mac computers.

Worked with vendor Today's Business Solutions (TBS) to identify and resolve an issue effecting remote access on all the new Windows 10 based patron computers.

Along with Randall Hildebrandt, Jose Robles, and Nathan Peddicord, began researching mounting and hardware options for the forthcoming online public access catalog (OPAC) station in the 1st floor Circulation patron hold shelf area.

April 2019 District Statistics							Population Total	67683	
Total Circulation Statistics	70,240	Reading Clubs	Adult	Teen	Children	Outreach	Total	Website Visits	Total Facebook Likes
Building/Driveup	56,839	Reading Clubs Offered	0	0	1	0	1	25,832	4,147
Bookmobile	4,584	Reading Clubs Members	0	0	331	0	331	Proctoring	Total Twitter Followers
Digital	8,817	Summer Reading Clubs	0	0	0	0	0	10	791
		Summer Reading Members	0	0	0	0	0	Faxes Sent	Total Instagram Followers
		Collections Totals		Population Served	Building	Outreach	Total	582	834
Interlibrary Loan Requests		New Physical Items	4,451	Total Visits	42,093	1,371	44,324	Scans Sent	Total eNews Subscribers
Items Received for our Patrons	279	New Digital Items	2,899	New Cardholders	200	1	201	3,980	4,185
Items Sent to other Libraries	214	Collection Total	427,306	Active Cardholders	24,249	136	24,385	Pages Printed	COHS Students Enrolled
		% Served		All cardholders **	49,470	Drive through visits	860	19,644	7
In-house checkins (Not par of total circ)	2549	Active cardholders	36.03%	Computer and Internet Sessions					Monthly Wireless Sessions
		All cardholders	73.09%	Studio 300	Children's	Vortex	Lab/Commons	Total	
				188	1,188	346	3,934	5,656	18,740
Public Use of Meeting Rooms	S300 Audio Booths	Studio 300 GCRs	S300 Video Suites	Meeting Room A, B & Board Room	Study Rooms	Free Standing Book Drop Return Totals			
Number of events/uses	176	44	30	33	374	Building Front	Building Rear	Church	Ashbury's
Attendance	265	104	58	551	633	3,372	3,264	1,274	387
	Programs and Tours for Adults				Programs and Tours for Teens				Mobile App Downloads
Programs	Adult/Teen Staff	Outreach Staff	Studio 300 Staff	Total	Adult/Teen Staff	Outreach Staff	Studio 300 Staff	Total	IOS: 3,521
Numbered offered	50	5	47	102	39	0	1	40	Android: 848
Attendance	567	18	368	953	847	0	7	854	
Programming hours	65	5	50.5	120.5	50	0	1	51	
	Programs and Tours for Children				Passive Programs for Teens				Total Offered
Programs	Children's Staff	Outreach Staff	Studio 300 Staff	Total	Adult/Teen Staff	Outreach Staff	Studio 300 Staff	Total	363
Numbered offered	47	157	3	207	20	0	0	20	Total Attendance
Attendance	1,396	3,859	198	5453	678	0	0	678	9,473
Programming Hours	35.5	113	3	151.5	X	X	X	X	Total Programming Hours
	Passive Programs for Children				Cross-Department Programs/Tours and Streaming Media Video Stats for All Ages				323
	Children's Staff	Outreach Staff	Studio 300 Staff	Total	Building	Offsite	Virtual	Total	
Numbered offered	112	0	0	112	9	0	5	14	
Attendance	758	0		758	223	0	1,990	2,213	
Programming hours	X	X	X	X	13	0	112	125	
Reference/Library Info	Studio 300	Circulation	2nd Flr. Media	Vortex	3rd Floor	Outreach	Children's Svcs.	Total	
Reference Total	145	216	518	90	580	709	663	2,921	
Library Information	33	1,952	447	137	788	59	1,966	5,382	
One on One Assistance (Scheduled)	13	0	33	0	22	0	0	68	
Comparison to Previous Year	This Year	Last Year	% change	Comparison to Previous Year	This Year	Last Year	% change	*Includes virtual programs ** All cardholders are all patrons in our patron database which gets purged monthly to delete patrons with expired cards of 4 years or older	
Circulation	70,240	78,998	-11.09%	Reference Questions	2,921	4,618	-36.75%		
Visitors	44,324	37,137	19.35%	Computer Usage	5,656	6,116	-7.52%		
Card Holders	24,249	26,029	-6.84%	Wireless Sessions	18,740	20,193	-7.20%		
Room Bookings	657	753	-12.75%	Program Attendance*	9,473	9,022	5.00%		