

**Fox River Valley Public Library District
Board of Trustees Meeting**

August 12, 2025

7:00 PM

**Dundee Library Meeting Room
555 Barrington Avenue
East Dundee, IL 60118**

AGENDA

Call to Order—President Kristina Weber

Pledge of Allegiance

Roll Call—Secretary

Public Comment

The Board, recognizing its responsibilities to conduct business in an orderly and efficient manner, asks that anyone wishing to address the Board sign in on the Public Comment sheet prior to the start of the meeting by name, town, and organization (if applicable).

President's Report—President Weber

- **ILA Trustee Day 2025 – October 16th**

Director's Report—Director Kristi Howe

- **Strategic Plan Update: IT- John Sabala**
- **Illinois Public Library Annual Report (IPLAR)**
- **Tentative Budget and Appropriation**
- **Administrative Reports**
- **Dashboard**

A. Consent Agenda

Exhibit A.1

Items to be included in Consent Agenda

- A.1.a Minutes from the June 17, 2025 Board of Trustees Meeting**
- A.1.b Check/Voucher Register for June 2025**
- A.1.c Check/Voucher Register for July 2025**
- A.1.d Monthly Financial Report for June 2025**
- A.1.e Monthly Financial Report for July 2025**
- A.1.f Revenue Summary – All Funds Combined – Budget v Actual Revenues for June 2025**
- A.1.g Revenue Summary – All Funds Combined – Budget v Actual Revenues for July 2025**
- A.1.h Revenue Summary – All Funds Combined by Period for June and July 2025**
- A.1.i Expenditure Summary – All Funds Combined – Budget v Actual Expenses for June 2025**
- A.1.j Expenditure Summary – All Funds Combined – Budget v Actual Expenses for July 2025**

- A.1.k Expenditure Summary – All Funds Combined – Budget v Actual Expenses by Location for June 2025
- A.1.l Expenditure Summary – All Funds Combined – Budget v Actual Expenses by Location for July 2025
- A.1.m Expenditure Summary – All Funds Combined by Period for June and July 2025
- A.1.n Balance Sheet for June 2025
- A.1.o Balance Sheet for July 2025
- A.1.p Ehlers Investment Inventory for June and July 2025

C. New Business

- Exhibit C.1 Ordinance 2025-08 Tentative Budget and Appropriation
 - Announce Hearing Date and Time: September 16, 2025, 7:00 pm
- Exhibit C.2 Contract for Architectural Services

Board Discussion (Trustee questions, future agenda items, etc.)

Adjournment

IPLAR

IDENTIFICATION (1.1 - 1.31)

This section is information about the administrative entity. "Administrative Entity" is defined as the agency that is legally established under local or state law to provide public library service to the population of a local jurisdiction. The administrative entity may have a single outlet or it may have more than one outlet (an outlet is a location, whether a central library, branch or bookmobile). The majority of the information in this section is pre-filled. If information needs to be updated, enter the corrected information in the box provided on the next line of the survey.

1.1 ISL Control # [PLS 151, PLS 701]	30238
1.2 ISL Branch # [PLS 151, PLS 701]	00
1.3a FSCS ID [PLS 150, PLS 700]	IL0146
1.3b FSCS_SEQ [PLS 700]	002
1.4a Legal Name of Library [PLS 152]	Fox River Valley Public Library District
1.4b If the library's name has changed, then enter the updated answer here.	
1.4c Was this an official name change?	
1.5a Facility Street Address [PLS 153]	555 Barrington Avenue
1.5b If the facility's street address has changed, then enter the updated answer here.	
1.5c Was this a physical location change?	
1.6a Facility City [PLS 154]	East Dundee
1.6b If the facility's city has changed, then enter the updated answer here.	
1.7a Facility Zip [PLS 155]	60118
1.7b If the facility's zip code has changed, then enter the updated answer here.	
1.8a Mailing Address [PLS 157]	555 Barrington Avenue
1.8b If the facility's mailing address has changed, then enter the updated answer here.	
1.9a Mailing City [PLS 158]	East Dundee
1.9b If the facility's mailing city has changed, then enter the updated answer here.	
1.10a Mailing Zip [PLS 159]	60118
1.10b If the facility's mailing zip code has changed, then enter the updated answer here.	
1.11a Library Telephone Number [PLS 162]	8474283661
1.11b If the telephone number has changed, then enter the updated answer here.	
1.12a Library FAX Number	8474284021
1.12b If the fax number has changed, then enter the updated answer here.	
1.13 Website	http://www.frvpld.info

Library Director's Information

Please enter the full name, title and e-mail address of the library director.

1.14 Name	Kristi Howe
1.15 Title	Executive Director
1.16 Library Director's E-mail	khowe@frvpld.info

Library Information

Please provide the requested information about the library type.

1.17a Type of library	District
1.17b If the library type has changed, then enter the updated answer here.	
1.18 Is the main library a combined public and school library?	No
1.19 Does your library contract with another library to RECEIVE ALL your library services?	No

Contract for Services

Please provide the full legal name(s) of the library(ies) with which your library contracts for service. If you need more than one line, a new one will appear once text has been entered in the first box.

Number of contracting libraries:	

Legal name of library you contract with:	
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Administrative Information

Libraries are required by statute [75 ILCS 5/4-10(5), 75 ILCS 16/30-65(a)(2)] to provide a statement as to any extensions of library service or any changes to the limits or boundaries of library service areas. Most of the information in this section will be pre-filled. If the information is incorrect, please enter the updated information in the box provided on the next line of the survey. If your library has had a population change, you must submit official verification to the Illinois State Library.

1.21a County in which the administrative entity is located [PLSC 161]	Kane
1.21b If the administrative entity's county has changed, then enter the updated answer here.	
1.22a Did the administrative entity's legal service area boundaries change during the past year? [PLS 205]	No
1.22b IF YES, indicate the reason for the boundary change	
1.23a Population residing in tax base (Use the latest official federal census figure) [PLS 208]	71,530
1.23b If the population residing in the tax base has had a LEGAL change, then enter the updated answer here.	
1.23c Documentation of legal population change	
1.24 If the population has changed from the prior year's answer, then indicate the reason.	
1.25a This library is currently a member of what Illinois library system?	RAILS
1.25b If the library's system has changed, then enter the updated answer here.	

Federal Public Library Criteria

According to the Institute of Museum and Library Services' Public Library Survey, a public library is an entity that is established under state enabling laws or regulations to serve a community, district, or region, and that provides at least the following:

1. An organized collection of printed or other library materials, or a combination thereof;
2. Paid staff;
3. An established schedule in which services of the staff are available to the public;
4. The facilities necessary to support such a collection, staff, and schedule; and
5. Is supported in whole or in part with public funds.

1.26 Does this library have an organized collection of printed or other library materials, or a combination thereof?	Yes
1.27 Does this library have paid staff?	Yes
1.28 Does this library have an established schedule in which services of the staff are available to the public?	Yes
1.29 Does the library have the facilities necessary to support such a collection, staff, and schedule?	Yes
1.30 Is this library supported in whole or in part with public funds?	Yes
1.31 Does this public library meet ALL the criteria of the FSCS public library definition? [PLS 203]	Yes

SERVICE OUTLETS (2.1 - 2.16)

This section gathers information about the service outlets (centrals, branches, bookmobiles) of your library. Locations can only be added to this survey by State Library staff. If you have a branch or bookmobile and do not see its name listed in question 2.3a, please contact IPLAR@ilsos.gov so that it can be added.

2.1a Total number of bookmobiles [PLS 211 & PLS 712]	0
2.1b Total number of branch libraries [PLS 210]	1
2.2a Are any of the branch libraries a combined public and school library?	No
2.2b If YES, provide the name of the branch or branches in the box provided.	

Service Outlet Name

Location	2.3a Branch or Bookmobile Legal Name [PLS 702]	2.3b If the outlet's legal name has changed, then enter the updated answer here.	2.3c Was this an official name change?
RANDALL OAKS LIBRARY	Randall Oaks Library		
FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT		

ISL Control Number

Location	2.4 ISL Control # [PLS 701]	2.5 ISL Branch # [PLS 701]
RANDALL OAKS LIBRARY	30238	3023801

FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	30238	3023800
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Street Address

Location	2.6a Street Address [PLS 703]	2.6b If the outlet's street address has changed, then enter the updated answer here.	2.6c Was this a physical location change?
RANDALL OAKS LIBRARY	500 North Randall Road		
FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	555 BARRINGTON AVENUE		

Address

Location	2.7a City [PLS 704]	2.7b If the outlet's city has changed, then enter the updated answer here.	2.8a Zip Code [PLS 705]	2.8b If the outlet's zip code has changed, then enter the updated answer here.
RANDALL OAKS LIBRARY	West Dundee		60118	
FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	EAST DUNDEE		60118	

County & Phone

Location	2.9a County [PLS 707]	2.9b If the outlet's county has changed, then enter the updated answer here.	2.10a Telephone [PLS 708]	2.10b If the outlet's phone number has changed, then enter the updated answer here.
RANDALL OAKS LIBRARY	Kane		8474283661	
FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	Kane		8474283661	

Square Feet

Location	2.11a Square Footage of Outlet [PLS 711]	2.11b If the facility's square footage has changed, then enter the updated answer here.	2.11c Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.
RANDALL OAKS LIBRARY	5,000		
FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	30,000		

IDs

Hours and Attendance

Location	2.12 Total public service hours PER YEAR for this service outlet [PLS 713]	2.13 Total number of weeks, during the fiscal year, this service outlet was open for service to the public [PLS 714]	2.14 Total annual attendance/visits in the outlet
RANDALL OAKS LIBRARY	3,170	52	43,882
FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	3,388	52	94,906

ANNUAL REPORT DATA (3.1 - 3.7)

Please enter the time period covered by this annual report and the name and contact information for the person preparing the report. The report period should cover the time from the end of the previous IPLAR through the end of your most current fiscal year. If your library switched to a new fiscal year during the latest period, this may mean that your report needs to cover more or less than a twelve (12) month period.

3.1 Fiscal Year Start Date (mm/dd/year) [PLS 206]	07/01/2024
3.2 Fiscal Year End Date (mm/dd/year) [PLS 207]	06/30/2025
3.3 Number of months in this fiscal year	12
3.4 Name of person preparing this annual report	Heather Zabski
3.5 Telephone Number of Person Preparing Report	847-428-3661
3.6 FAX Number	-1 No Fax
3.7 E-Mail Address	hzabski@frvpld.info

REFERENDA (4.1 - 4.7)

Please enter information regarding any referenda the library was involved in during the fiscal year report period. A referendum requires a question be submitted to the voters at an election held under the general election law. Examples are: bond issue, district establishment, tax increase.

4.1a Was your library involved in a referendum during the fiscal year reporting period?	No
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4.1b How many referenda was your library involved in?	
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Referendum 1

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 2

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 3

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 4

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 5

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

CURRENT LIBRARY BOARD (5.1 - 5.13)

Please report the number of board seats and the number of vacancies. Be sure to provide current board member information; including name, position, telephone number, e-mail address, home address, and term expiration date. If there are vacancies, please explain.

All personal identifying information is FOIA exempt and will NOT be released to the public. The only information that the Illinois State Library will release upon request is the board member name, trustee position and term expiration date.

Report the most current information available.

5.1 Total number of board seats	7
5.2 Total number of vacant board seats	0
5.2b Please explain	
5.3 This public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired.	Yes
5.4 IF NO, please explain	

First Member

5.5 Name	Kristina Weber, PhD.
5.6 Trustee Position	President
5.7 Present Term Ends (mm/year)	04/2027
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	IL

5.13 Zip Code	60136
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Second member

5.5 Name	Matt Goyke
5.6 Trustee Position	Vice-President
5.7 Present Term Ends (mm/year)	04/2029
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	IL
5.13 Zip Code	60118

Third member

5.5 Name	Dan Wisniewski
5.6 Trustee Position	Secretary
5.7 Present Term Ends (mm/year)	04/2029
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	IL
5.13 Zip Code	60102

Fourth member

5.5 Name	Tara Finn
5.6 Trustee Position	Treasurer
5.7 Present Term Ends (mm/year)	04/2029
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	IL
5.13 Zip Code	60118

Fifth member

5.5 Name	Chris Evans
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	04/2027
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	IL
5.13 Zip Code	60118

Sixth member

5.5 Name	Paula Lauer
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	04/2027
5.8 Telephone Number	
5.9 E-mail Address	

5.10 Home Address	
5.11 City	
5.12 State	IL
5.13 Zip Code	60118

Seventh member

5.5 Name	Melissa Iwinski
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	04/2029
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	IL
5.13 Zip Code	60102

Eighth member

5.5 Name	
5.6 Trustee Position	
5.7 Present Term Ends (mm/year)	
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	
5.13 Zip Code	

Ninth member

5.5 Name	
5.6 Trustee Position	
5.7 Present Term Ends (mm/year)	
5.8 Telephone Number	
5.9 E-mail Address	
5.10 Home Address	
5.11 City	
5.12 State	
5.13 Zip Code	

FACILITY/FACILITIES (6.1-6.3b)

Please provide the requested information about the library's facilities.

6.1 Total Number of Meeting Rooms	3
6.2 Total number of times meeting room(s) used by the public during the fiscal year	3
6.3 Total Number of Study Rooms	0
6.3b Total number of times study room(s) used by the public during the fiscal year	0

Capital Needs Assessment

Public Act 96-0037, the Public Library Construction Act, requires the Illinois Secretary of State to file a comprehensive assessment report of the capital needs of all Illinois public libraries to the General Assembly every two years. In an effort to compile this data, please fill in the requested information below.

If you have any questions about this section, please contact Mark Shaffer (217-524-4901 or mshaffer@ilsos.gov) at the Illinois State Library.

Age of Facility

Please indicate the number of buildings in each category below.

	5 years or less	6-10 years	11-25 years	26-50 years	51-100 years	100+ years
Number of Facilities			1		1	

Type of Work Needed

Please provide estimates of the costs for the type of work needed. If you do not have branch locations, the "Other Facilities" columns should be pre-populated with zeros. If not, please enter zeros to complete the section.

	Headquarters - Number of Buildings	Headquarters - Estimate \$	Other Facilities - Number of Buildings	Other Facilities - Estimate \$
General repair/remodeling	1	\$2,731,770		
Structural repairs (walls, foundations, etc.)	1	\$65,000		
Roof repair/replacement	1	\$538,550		
Heating/ventilation/air conditioning	1	\$2,235,000		
Electrical systems other than alarms	1	\$1,414,500		
Plumbing systems	1	\$572,350		
Egress systems (doors, stairs, etc.)	1	\$855,855		
Fire protection (detectors, alarms, etc.)	1	\$158,500		
Asbestos abatement	1	\$205,000		
Security measures	1	\$10,000		
Energy conservation	1	\$0		
Repair of sidewalks, curbing, parking areas	1	\$0		
Accessibility measures	1	\$50,000		
Technology upgrading	1	\$187,000		
New building construction (construction of a new facility)	1	\$36,000,000		
Building additions (adding square feet to existing facility)	1	\$0		

Type of Work in Progress

Please provide estimates of the costs for the type of work currently in progress. If you do not have branch locations, the "Other Facilities" columns should be pre-populated with zeros. If not, please enter zeros to complete the section.

	Headquarters - Number of Buildings	Headquarters - Estimate \$	Other Facilities - Number of Buildings	Other Facilities - Estimate \$
General repair/remodeling	1	\$0		
Structural repairs (walls, foundations, etc.)	1	\$0		
Roof repair/replacement	1	\$0		
Heating/ventilation/air conditioning	1	\$0		
Electrical systems other than alarms	1	\$0		
Plumbing systems	1	\$0		
Egress systems (doors, stairs, etc.)	1	\$0		
Fire protection (detectors, alarms, etc.)	1	\$0		
Asbestos abatement	1	\$0		
Security measures	1	\$0		
Energy conservation	1	\$0		
Repair of sidewalks, curbing, parking areas	1	\$0		
Accessibility measures	1	\$0		
Technology upgrading	1	\$0		
New building construction (construction of a new facility)	1	\$0		
Building additions (adding square feet to existing facility)	1	\$0		

ASSETS AND LIABILITIES (7.1 - 7.13)

The below sections request information regarding property, fiscal accumulations and outstanding liabilities. These sections are required by statute [75 ILCS 5/4-10, 75 ILCS 16/30-65] to be included in the annual report. Please provide the requested information in each section.

Property

Libraries are required by statute [75 ILCS 5/4-10(4), 75 ILCS 16/30-65(a)(3)] to provide a statement as to property acquired through legacy, purchase, gift or otherwise. Please provide this information in the section below.

7.1 What is the estimated current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)?	\$9,300,000
7.2 During the last fiscal year, did the library acquire any real and/or personal property?	No

IF YES, how much of the property was acquired through the following options? (Enter dollar amount for each option 7.3-7.6 that applies)

7.3 Purchase	
7.4 Legacy	
7.5 Gift	
7.6 Other	
7.7 Provide a general description of the property acquired.	

Fiscal Accumulations

Libraries are required by statute [75 ILCS 5/4-10(7), 75 ILCS 16/30-65(a)(4)] to provide a statement as to the amount of any fiscal accumulations and the reasons for the accumulations. Please provide this information in the section below.

7.8 Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)?	Yes
7.9 IF YES, then provide a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations.	Approximately \$3,2M has accumulated in the General Fund for operating costs, and \$5.1M in the Special Reserve Fund for current capital expenses and planning for expenses.

Liabilities

Libraries are required by statute [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)] to provide a statement as to any outstanding liabilities, including for bonds still outstanding. Please provide this information in the section below.

7.10 Does your library have any outstanding liabilities including bonds, judgments, settlements, etc.?	No
7.11 IF YES, what is the total amount of the outstanding liabilities?	
7.12 IF YES, then prepare a statement that identifies each outstanding liability and its specific dollar amount.	

OPERATING RECEIPTS BY SOURCE (8.1 - 8.21)

Libraries are required by statute [75 ILCS 5/4-10(1)(9), 75 ILCS 16/30-65(a)(6)] to provide an itemized statement of operating receipts. "Operating receipts" are the monies received and utilized during the library's fiscal year to support the provision of ongoing, day-to-day library services. Only include funds received during the report period. If the library was awarded a grant, but only received part of the funds during the report period, report only the portion of the grant received, not the whole amount of the grant.

Exclude revenue for major capital expenditures, contributions to endowments, revenue passed through to another agency, funds unspent in previous fiscal years (e.g. carryover), and tax anticipation warrants.

NOTE: Round answers to the nearest whole dollar.

Local Government

This includes all local government funds designated by the community, district, or region and available for expenditure by the public library. For example, include receipts from: local property taxes (library taxes), impact fees (IL Highway Code), the Mobile Home Local Services Tax Act. Do not include the value

of any contributed or in-kind services or the value of any gifts and donations, library fines, fees, or grants. Do not include state, federal, and other funds passed through local government for library use. Report these funds with state government revenue or federal government revenue, as appropriate.

8.1 Local government [PLS 300] (includes all local government funds designated by the community, district, or region and available for expenditure by the public library, except capital income from bond sales which must be reported in 12.1a only)	\$4,230,448
8.1a Is this library's annual tax levy/fiscal appropriation subject to tax caps [the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.]?	Yes
8.1b Local government funds for the ensuing or upcoming/current fiscal year (includes all local government funds designated by the community, district, or region and available for expenditure by the public library, except capital income from bond sales.)	\$2,168,223

State Government

These are all funds distributed to public libraries by state government for expenditure by the public libraries, except for federal money distributed by the state. This includes funds from such sources as penal fines, license fees, and mineral rights.

Note: If operating revenue from consolidated taxes is the result of state legislation, the revenue should be reported under state revenue (even though the revenue may be from multiple sources).

If you are not sure if funds you received through the State of Illinois are federal or state funds, please contact IPLAR@ilsos.gov or the Library Development Group at 217-524-8836.

8.2 Per capita grant	\$106,222
8.3 Equalization aid grant	\$0
8.4 Personal property replacement tax	\$70,367
8.5 Other State Government funds received	\$39,036
8.6 If Other, please specify	TIF Revenue and Impact Fees
8.7 Total State Government Funds (8.2 + 8.3 + 8.4 + 8.5) [PLS 301]	\$215,625

Federal Government

This includes all federal government funds distributed to public libraries for expenditure by the public libraries, including federal money distributed by the State of Illinois (e.g., LSTA grants paid directly to your library).

If you are unsure if the funds you received through the State of Illinois were federal or state funds, please contact IPLAR@ilsos.gov or the Library Development Group at 217-524-8836.

8.8 LSTA funds received	\$0
8.9 E-Rate funds received	\$0
8.10 Other federal funds received	\$0
8.11 If Other, please specify	0
8.12 Total Federal Government Funds (8.8 + 8.9 + 8.10) [PLS 302]	\$0

Other Income

This is all operating revenue other than that reported under local, state, and federal funds. Include, for example, monetary gifts and donations received in the current year, interest, library fines, fees for library services, or grants. Do not include the value of any contributed or in-kind services or the value of any non-monetary gifts and donations.

8.13 Monetary Gifts and Donations	\$2,020
8.14 Other receipts intended to be used for operating expenditures	\$572,616
8.15 TOTAL all other receipts (8.13 + 8.14) [PLS 303]	\$574,636
8.16 Other non-capital receipts placed in reserve funds	\$0

Total Operating Receipts

8.17 TOTAL receipts (8.1 + 8.7 + 8.12 + 8.15) [PLS 304]	\$5,020,709
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Safeguarding of Library Funds

This section requests information to verify that libraries meet the statutory required minimum level of insurance for library funds [75 ILCS 5/4-9 and 75 ILCS 16/30-45(e)]. According to these statutes, “the library shall provide the Illinois State Library a copy of the library’s certificate of insurance at the time the library’s annual report is filed.”

For municipalities of less than 500,000 population, 75 ILCS 5/4-9 requires that the bond be "...not less than 10% of the total funds received by the library in the last fiscal year...", or the insurance policy or other insurance instrument's coverage "...shall be in an amount at least equal to 50% of the average amount of the library's operating fund from the prior 3 fiscal years."

For public library districts, 75 ILCS 16/30-45(e) requires that the bond be "...based upon a minimum of 10% of the total funds received by the district in the last previous fiscal year...", or the insurance policy or other insurance instrument's coverage "... shall be in an amount at least equal to 10% of the average amount of the district's operating fund from the prior 3 fiscal years."

8.18a The library safeguards its funds using which option?	Surety Bond
8.18b Proof of Certificate of Insurance for Library Funds	-1Have Surety Bond
8.19 What is the coverage amount of either the surety bond OR the insurance policy/insurance instrument?	\$2,054,000
8.20 Is the amount of the surety bond, insurance policy or other insurance instrument in compliance with library law?	Yes
8.21 The designated custodian of the library's funds is:	Library Treasurer

OPERATING EXPENDITURES BY CATEGORY (9.1 - 11.2)

Libraries are required by statute [75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)] to provide an itemized statement as to how operating revenues have been expended during the fiscal year report period. "Operating expenditures" are the current and recurrent costs necessary to support the provision of library services.

Include: Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

Exclude: Do not report the value of free items, estimated costs, and capital expenditures.

NOTE: Round answers to the nearest whole dollar.

STAFF EXPENDITURES (9.1-9.3)

This section gathers information on staff benefits and salaries. If the information is available, include benefits and salaries for staff that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library.

NOTE: Round answers to the nearest whole dollar.

9.1 Salaries and wages for all library staff [PLS 350]	\$2,201,603
9.2a Fringe benefits, for all library staff, paid for from either the library's or the municipal corporate authority's appropriation [PLS 351]	\$501,795
9.2b If this library answered question 9.2a as zero, please select an explanation from the drop-down box.	
9.3 Total Staff Expenditures (9.1 + 9.2) [PLS 352]	\$2,703,398

COLLECTION EXPENDITURES (10.1 - 10.4)

Include expenditures for all materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed. Exclude charges or fees for interlibrary loans and expenditures for document delivery.

NOTE: Round answers to the nearest whole dollar.

10.1 Printed Materials (books, newspapers, etc.) [PLS 353]	\$135,225
10.2 Electronic Content Expenditures (e-books, databases, etc.) [PLS 354]	\$131,715
10.3a Other Physical Materials Expenditures [PLS 355]	\$54,842
10.3b Please list the types of materials purchased in 10.3a	Audio & video physical units, DVDs, videogames, CDs, nontraditional, hotspots
10.4 TOTAL Collection Expenditures (10.1 + 10.2 + 10.3) [PLS 356]	\$321,782

OTHER OPERATING EXPENDITURES (11.1 - 11.2)

This includes all expenditures other than those reported for Staff Expenditures and Collection Expenditures. Exclude purchases of major fixed assets, which should be reported in capital expenditures (12.7).

NOTE: Round answers to the nearest whole dollar.

11.1 All other operating expenditures not included above (supplies, utilities, legal fees, etc.) [PLS 357]	\$1,515,578
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11.2 TOTAL operating expenditures (9.3 + 10.4 + 11.1) [PLS 358]	\$4,540,758
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CAPITAL REVENUE AND EXPENDITURES (12.1 - 12.7)

This section gathers information on capital revenue and expenditures. Provide information for funds received and spent during the fiscal year report period only. If the library was awarded a grant, but only received part of the funds during the report period, report only the amount of the funds received, not the entire grant award.

Capital Revenue

Include funds received during the fiscal year report period for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude revenue for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

12.1a Local Government: Capital Income from Bond Sales	\$0
12.1b Local Government: Other	\$0
12.1c Total Local Government (12.1a + 12.1b) [PLS 400]	\$0
12.2 State Government [PLS 401]	\$0
12.3 Federal Government [PLS 402]	\$0
12.4 Other Capital Revenue [PLS 403]	\$0
12.5 If Other, please specify	
12.6 Total Capital Revenue (12.1c + 12.2 + 12.3 + 12.4) [PLS 404]	\$0

Capital Expenditures

Include funds expended during the fiscal year report period for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude expenditures for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

12.7 Total Capital Expenditures [PLSC 405]	\$123,590
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PERSONNEL (13.1 - 13.46)

Include all positions funded in the library's budget whether those positions are filled or not. Report position figures as of the last day of the fiscal year. Include only paid employees. Do NOT include volunteers.

Report personnel in the appropriate categories based on the type of library work being performed rather than on an employee's educational qualifications.

The FTE (full-time equivalent/employee) calculator utilizes the IMLS/PLSC national standard for a full-time work week as 40 hours per week. Illinois libraries should report each staff member's hours per week based on the number of hours worked. If your library considers 35-39+ hours per week as a full-time work week, then report using those figures. DO NOT inflate the hours your library considers as a full-time work week in order to force the resulting calculation to equal 1 FTE. For national comparison purposes, your library must report the total hours per week based on your local standard. For example, for an Illinois library that considers 37.5 hours per week as a full-time work week, the FTE calculation reported nationally will be .9375 or .94 rather than 1.00.

Group A

This category includes all LIBRARIANS with MASTER'S DEGREES from an American Library Association (ALA) ACCREDITED program of Library and Information Studies. Another row will automatically appear once data is entered in the current row.

Summary	11	11	67.3100047.70000	40.0000040.00000
	13.1 Position Title	13.2 Primary Work Area	13.3 Hourly Rate	13.4 Total Hours/Week
	Executive Director	Library Director	\$67.31	40.00

	Deputy Director	Assistant Library Director	\$47.70	40.00
	Adult and Teen Services Manager	Adult Services	\$34.33	40.00
	Youth Services Manager	Children\'s Services	\$34.00	40.00
	Purchasing, Acquisitions and Technical Services Manager	Cataloging	\$36.50	40.00
	Adult and Teen Services Librarian	Adult Services	\$28.39	40.00
	Teen Librarian II	Young Adult Services	\$33.08	40.00
	Randall Oaks Librarian	Other Type of Librarian	\$29.52	40.00
	Youth Services Librarian	Children\'s Services	\$27.50	40.00
	Account Services Manager	Circulation	\$38.82	40.00
	Randall Oaks Manger	Other Type of Librarian	\$35.70	40.00

Group A Total

13.5 Total Group A: FTE ALA-MLS (13.4 / 40) [PLS 250]	11.00
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Group A hidden group hours

Group B

This category includes other librarians. Include employees with the TITLE of LIBRARIAN who either have other types of library education (non-American Library Association (ALA) accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects. Another row will automatically appear once data is entered in the current row.

Summary					
	13.6 Position Title	13.7 Primary Work Area	13.8 Education Level	13.9 Hourly Rate	13.10 Total Hours/Week

Group B Total

13.11 Total Group B: FTE Other Librarians (13.10/40)	0.00
13.12 Total FTE Librarians (13.5 + 13.11) [PLS 251]	11.00

Group C

This category includes full-time and part-time professional staff without the title of librarian and administrative support specialists (personnel director, business manager, public relations, other non-library specialists), information technology professionals (IT director, webmaster) and other technical and clerical employees.

13.13 Total hours worked in a typical week by all Group C employees	1,133.00
13.14 Minimum hourly rate actually paid	\$17.00
13.15 Maximum hourly rate actually paid	\$37.10
13.16 Total FTE Group C employees (13.13 / 40)	28.33

Group D

This category includes full-time and part-time pages or shelve

13.17 Total hours worked in a typical week by all Group D employees	44.00
13.18 Minimum hourly rate actually paid	\$15.00
13.19 Maximum hourly rate actually paid	\$17.47
13.20 Total FTE Group D employees (13.17 / 40)	1.10

Group E

This category includes full-time and part-time building maintenance, security or plant operation employees.

13.21 Total hours worked in a typical week by all Group E employees	88.00
13.22 Minimum hourly rate actually paid	\$17.00
13.23 Maximum hourly rate actually paid	\$34.54

13.24	Total FTE Group E employees (13.21 / 40)	2.20
13.25	Total FTE Other Paid Employees from Groups C, D, and E (13.16 + 13.20 + 13.24) [PLS 252]	31.63
13.26	Total FTE Paid Employees (13.12 + 13.25) [PLS 253]	42.63

Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant. Another row will automatically appear once data is entered in the current row.

Summary							
	13.27 Position Title	13.28 Primary Work Area	13.29 Education Level	13.30 Total Hours/Week	13.31 Number of Weeks Vacant during report period.	13.32 Annual Salary Range Minimum	13.33 Annual Salary Range Maximum

Newly Created Librarian Positions

Include any newly created librarian positions which were created during the fiscal year reporting period. Another row will automatically appear once data is entered in the current row.

Summary						
	13.34 Position Title	13.35 Primary Work Area	13.36 Education Level	13.37 Total Hours/Week	13.38 Current Status: Filled or Unfilled	13.39 Date Filled (mm/year, if applicable)

Eliminated Librarian Positions

An eliminated librarian position is one that was budgeted for during the previous fiscal year period but was not in the budget for the current report period. Another row will automatically appear once data is entered in the current row.

Summary							
	13.40 Position Title	13.41 Primary Work Area	13.42 Education Level	13.43 Total Hours/Week	13.44 Date Eliminated (mm/year)	13.45 Last Annual Salary Paid	13.46 Reason Eliminated

LIBRARY VISITS (14.1 - 14.1a)

This section collects information on the number of library visits. This is prefilled, based on the answer from Section 2.14.

14.1	Total annual visits/attendance in the library [PLS 501]	138,788
14.1a	Library Visits Reporting Method [PLS 501a]	Annual Count

PROGRAMS, ACTIVITIES & ATTENDANCE (15.1 - 15.38)

Synchronous Programs:
 A program is any planned event which introduces the group attending to any of the broad range of library services or activities or which directly provides information to participants. Programs may cover use of the library, library services, or library tours. Programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include film showings; lectures; story hours; literacy, English as a second language, citizenship classes; and book discussions.

Count all programs, whether held on- or off-site, or held virtually as a group that are sponsored or co-sponsored by the library. Exclude programs sponsored by other groups that use library facilities. If programs are offered as a series, count each program in the series. For example, a film series offered once a week for eight weeks should be counted as eight programs. Exclude library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, resume writing assistance, homework assistance, and mentoring activities.

Note: For more information, please refer to the Counting Opinions login screen for links to: "Guidance for Programs: Live Virtual and Recorded", "How to Count Programs and Activities", and "Virtual Programming Guidelines".

Self-Directed Activities:
A self-directed activity is any planned event for which the patron can participate on their own (instead of at a designated time with a group). Registration is not required. A staff member may monitor the activity, but may or may not directly interact with the participants. Examples of these types of events include drop-in craft sessions, take and make kits, library scavenger hunts (when not done as part of a group), etc.

Count all self-directed activities, whether held on- or off-site, that are sponsored or co-sponsored by the library. Exclude activities sponsored by other groups that use library facilities. If activities are offered as a series, count each activity in the series.

Note: For more information, please refer to the Counting Opinions login screen for links to: "Guidance for Programs: Live Virtual and Recorded", "How to Count Programs and Activities", and "Virtual Programming Guidelines".

	15.1 Synchronous Programs (All Group Programs by Age)	15.2 Attendance	15.3 Self Directed Activities	15.4 Self Directed Activity Participants
Children (0-5)	260	6,099	50	7,720
Children (6-11)	98	2,139	44	6,913
Young Adults (12-18)	74	408	2	153
Adults (19 and older)	306	2,881	23	6,434
General Interest	38	1,672	0	0
Total	776	13,199	119	21,220

Onsite, Offsite and Virtual (All Group Programs by Type)

	15.29 Program Sessions	15.30 Program Attendance
Synchronous In-Person Onsite Program Sessions	749	11,964
Synchronous In-Person Offsite Program Sessions	23	1,194
Synchronous Virtual Program Sessions	3	8
Total	775	13,166

Historic - retired 2021

15.1 Total Number of Children's Programs Retired 2021	
15.2 Children's Program Attendance Retired 2021	
15.3 Total Number of Children's Passive Programs Retired 2021	
15.4 Children's Passive Program Attendance Retired 2021	

Asynchronous Virtual Presentations (Subset of Self-Directed Activities)

15.37 Total Number of Asynchronous (Virtual) Program Presentations [PLS 620]	0
15.38 Total Views of Asynchronous (Virtual) Program Presentations [PLS 630]	0

REGISTERED USERS (16.1 - 16.4)

This section collects information about the number of resident and non-resident library users. A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials and gain access to other library resources.

Note: Files should have been purged within the past three (3) years.

16.1 Total Number of Unexpired Resident Cards	17,727
16.2a Total Number of Unexpired Non-resident Cards	0
16.2a (1) Of the total in 16.2a, how many Cards for Kids Act cards were issued?	0
16.2a (2) Of the total in 16.2a, how many Disabled Veterans cards were issued?	0
16.2b What was the total amount of the fees collected from the sale of non-resident cards during the past fiscal year?	\$0.00
16.3 Total Number of Registered Users (16.1 + 16.2a) [PLS 503]	17,727
16.4 Is your library's registered user/patron file purged a minimum of one time every three years?	Yes
16.5 Does the library charge overdue fines to any users when they fail to return physical print materials by the date due? [PLS 504]	No
16.6 Did your library board adopt a policy to waive the non-resident fee for persons under the age of 18?	Yes

RESOURCES OWNED (17.1 - 17.25)

Libraries are required by statute [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)] to provide a statement as to the number and character of items in the library's collection available for use as of the last day of the fiscal year report period.

This section of the survey collects data on selected types of materials. It does not cover all materials (i.e., microforms, loose sheet music, maps, and pictures) for which expenditures are reported under Print Materials Expenditures, Electronic Materials Expenditures, and Other Material Expenditures. Under this category report only items the library has acquired as part of the collection and cataloged, whether purchased, lease, licensed, or donated as gifts that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use.

17.1 Print Materials [PLS 450]	110,670
17.2 Current Print Serial Subscriptions	38
17.3 Total Print Materials (17.1+17.2)	110,708
17.4 Audio Recordings: Physical Units Held at end of the fiscal year [PLS 452]	8,480
17.5 DVDs/Videos: Physical Units Held at end of the fiscal year [PLS 454]	16,344
17.6 Other Circulating Physical Items [PLS 462]	407
17.7 Total Physical Items in Collection [PLS 461]	135,901

Electronic Materials and Collections

This section asks how the library obtains electronic materials, research databases and online learning platforms. Please answer yes or no to the following questions.

17.8 Did your library provide access to e-Books purchased solely by the library? Answer yes or no. [PLS 525]	Yes
17.9 Did your library provide access to e-Books purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 526]	Yes
17.10 Did your library provide access to e-Books provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 527]	No
17.11 Did your library provide access to e-Serials purchased solely by the library? Answer yes or no. [PLS 528]	No
17.12 Did your library provide access to e-Serials purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 529]	Yes
17.13 Did your library provide access to e-Serials provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 530]	No
17.14 Did your library provide access to e-Audio purchased solely by the library? Answer yes or no. [PLS 531]	Yes
17.15 Did your library provide access to e-Audio purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 532]	Yes
17.16 Did your library provide access to e-Audio provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 533]	No
17.17 Did your library provide access to e-Video purchased solely by the library? Answer yes or no. [PLS 534] ¹	Yes
17.18 Did your library provide access to e-Video purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 535]	Yes
17.19 Did your library provide access to e-Video provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 536]	No
17.20 Did your library provide access to research databases purchased solely by the library? Answer yes or no. [PLS 537]	Yes
17.21 Did your library provide access to research databases purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 538]	Yes
17.22 Did your library provide access to research databases provided by the State Library at no or minimal cost to the administrative entity? This is prefilled. [PLS 539]	Yes
17.23 Did your library provide access to online learning platforms purchased solely by the library? Answer yes or no. [PLS 540]	Yes
17.24 Did your library provide access to online learning platforms purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 541]	Yes
17.25 Did your library provide access to online learning platforms provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 542]	Yes

USE OF RESOURCES (18.1 - 18.19)

Libraries are required by statute [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)] to provide a statement as to the number and character of items circulated by the library. Report for the library's entire fiscal year.

18.1 Circulation of Adult Physical Material	121,134
18.2 Circulation of Young Adult Physical Material	15,608
18.3 Circulation of Children's Physical Material [PLS 549]	147,224
18.4 Total number of physical materials loaned (18.1 + 18.2 + 18.3)	283,966

Report circulation, including renewals, by the material types below.

18.5 Books- Physical	211,891
18.6 Videos/DVDs- Physical	41,262
18.7 Audios (include music)- Physical	13,643
18.8 Magazines/Periodicals- Physical	949
18.9 Other Items- Physical [PLS 561]	16,221
18.10 Physical Item Circulation (18.5-18.9) [PLS 553]	283,966
18.11 Did your library offer automatic renewal for any physical materials during the reporting period? [PLS 505]	Yes
18.12 e-Book Circulation [PLS 545]	34,985
18.13 e-Serial Circulation [PLS 546]	8,401
18.14 e-Audio Circulation [PLS 547]	42,167
18.15 e-Video Circulation [PLS 548]	1,260
18.16 Use of Electronic Materials [PLS 552]	86,813
18.17 Total Circulation of Materials [PLS 550]	370,779
18.18 Interlibrary Loans Provided TO Other Libraries [PLS 575]	31,451
18.19 Interlibrary Loans Received FROM Other Libraries [PLS 576]	22,703

PATRON SERVICES (19.1-19.2)

This section gathers information on services the library provides to its patrons. Please fill in the information requested.

Reference Transactions

Reference Transactions are information consultations in which library staff recommend, interpret, evaluate, and/or use information resources to help others to meet particular information needs.

A reference transaction includes information and referral service as well as unscheduled individual instruction and assistance in using information sources (including web sites and computer-assisted instruction). Count Readers Advisory questions as reference transactions.

NOTE: It is essential that libraries do not include directional transactions in the report of reference transactions. Directional transactions include giving instruction for locating staff, library users, or physical features within the library. Examples of directional transactions include, "Where is the reference librarian? Where is Susan Smith? Where is the rest room? Where are the 600s? Can you help me make a photocopy?"

If an annual count is not available, then select a typical week and multiply by 52 to estimate the annual count.

19.1 Total Annual Reference Transactions [PLS 502]	18,233
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19.1a Reference Transactions Reporting Method [PLS 502a]	Annual Count
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One-on-One Tutorials

One-on-one tutorials are when a staff member spends a considerable amount of time tutoring or teaching a patron on a specific subject. Note that these are different from programs, which are put on for a group, and reference transactions, which are limited to information consultations (see definition above).

19.2 Total Annual One-on-One Tutorials	509
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AUTOMATION (20.1 - 20.5)

This section is collecting information about automation technology in your library. Please provide the requested information below.

20.1 Total number of ALL computers in the library	135
20.2 Total number of PUBLIC USE (Internet and non-Internet accessible) computers in the library)	82
20.3 Is your library's catalog automated?	Yes
20.4 Is your library's catalog accessible via the web?	Yes
20.5 Does your library have a telecommunications messaging device for the hearing impaired?	No

INTERNET (21.1 - 21.9)

This section collects information about internet services in the library facility. Please provide the requested information below.

21.1 Does your library have Internet access?	Yes
21.2a What is the maximum speed of your library's Internet connection? (Select one)	45 Mbps or more
21.2b If Other, please specify	1G
21.3 What is the monthly cost of the library's internet access?	\$672
21.4 Number of Internet Computers Available for Public Use [PLS 650]	67
21.5 Number of Uses (Sessions) of Public Internet Computers Per Year [PLS 651]	20,053
21.5a Reporting Method for Number of Uses of Public Internet Computers Per Year [PLS 651a]	Annual Count
21.6 Wireless Sessions Per Year [PLS 652]	19,457
21.6a Reporting Method for Wireless Sessions [PLS 652a]	Annual Count
21.7 Does your library utilize Internet filters on some or all of the public access computers?	No
21.8 Does your library provide instruction (workshops, classes) to patrons on the use of the Internet?	Yes

E-RATE (22.1 - 22.3)

E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications and Internet access.

22.1 Did your library apply directly for E-rate discounts for the fiscal year?	No
22.2a If YES, did your library apply for Category 1, Category 2 or both?	
22.2b IF YES, what is the dollar amount that your library was awarded for the fiscal year report period?	
22.3 If NO, why did your library NOT participate in the E-rate program?	Too much tracking for funds provided.

STAFF DEVELOPMENT & TRAINING (23.1 - 23.3)

This section focuses on staff development and training. Please provide the requested information below.

23.1 How much money did your library spend on staff development and training this fiscal year? (Round answer to the nearest whole dollar.)	\$17,956
23.2 Does the above amount include travel expenses?	No
23.3 How many hours of training did employees receive this year?	795.00

COMMENTS AND SUGGESTIONS (24.1-24.3)

Please use this section to provide further information about your library and/or comments or suggestions for changes to the IPLAR process. We will use the comments you supply to better represent your data to the Public Library Survey and to help improve future versions of the IPLAR.

24.1 Are there any other factors that may have affected your library's annual report data of which you would like to make us aware?	-1No Comments
24.2 Are there any unique programs or services your library provided during the report period of which you would like to make us aware?	-1No Comments

24.3 Please provide any comments, suggestions or concerns about the Illinois Public Library Annual Report (IPLAR).	-1No Comments
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PUBLIC LIBRARY DISTRICT SECRETARY'S AUDIT (25.1-25.5) DISTRICT LIBRARIES ONLY

Public Library Districts are required by statute [75 ILCS 16/30-65(a)(1),(c)(d)] to submit the Public Library District Secretary's Audit.

NOTE: If there ARE any errors or discrepancies, please list and explain fully.
NOTE: Only DISTRICT libraries need to complete this Section, all other libraries should select "Not Applicable" for all questions in this section.

25.1 Were the secretary's records found to be complete and accurate?	Yes
25.2 If NO, please list and explain any errors or discrepancies.	
25.3 First board member completing the audit	Paula Lauer
25.4 Second board member completing the audit	Melissa Iwinski
25.5 Date the Secretary's Audit was completed	07/31/2025

IPLAR CERTIFICATION

Please have the library director, board president and board secretary type their names in the boxes provided to certify that they agree with the following statement:

This Illinois Public Library Annual Report (IPLAR) is being filed in accordance with 75 ILCS 5/4-10 (municipal libraries) or 75 ILCS 16/30-65 (public library districts). The undersigned authorized agents for this public library: (1) accept and acknowledge that the appended IPLAR is essentially accurate and correct; (2) transmit the appended IPLAR for review and any subsequent resolution; and, (3) agree that the electronic IPLAR copy submitted to the Illinois State Library shall serve as the official file copy.

	Electronic Signature	Date
Library Director		
President		
Secretary		

IPLAR SUBMISSION REMINDERS

- Follow these steps for IPLAR submission:
1. Select the "Verify" button located at the top of the screen.
 2. Review the form and resolve any required fields or edit checks (they will be highlighted in red). In the case of edit checks, explain pragmatically why this year's answer is equal to, less than, or more than the previous year's answer.
 3. Select the "Submit/Lock" button at the top of the page.

NOTE: All required questions must be answered and all edit checks must contain narrative notes in order for the survey to electronically submit, otherwise you will be taken to a review screen listing the questions that require additional information. If you have trouble getting the form to submit/lock, please contact Pat Burg (217-785-1168, pburg@ilsos.gov).

¹, 17.17 Hoopla content (0-2025-08-05)

Fox River Valley Public Library District June and July 2025 Administrative Reports

Executive Director: Kristi Howe

In addition to continuing to learn about the Library, the programs and services we offer, the community we serve and the amazing staff who do great work, I had the opportunity to get to know some of our partner organizations during the last couple of months. I attended a WIN Board meeting and got a sense of what we should expect for our insurance renewals in the next round of open enrollment, participated in a Joint Review Board meeting for the Village of Carpentersville, discussed social services and library partnerships with Representative Suzanne Ness, and talked with Elizabeth Serediuk, Volunteer Recruitment Coordinator, about opportunities to raise awareness around volunteer opportunities with CASA – Court Appointed Special Advocates for Children.

I also met with the Executive Director for CCS, Rebecca Malinowski, to learn more about our ILS and lending consortium, joined Executive Assistant Deanna Roy and Deputy Director Heather Zabski in welcoming a representative from the Secretary of State's Office, Records Analyst Steve Colaizzi, to learn more about Illinois records retention regulations, paid a visit to our neighbors at the Barrington Area Public Library, and expanded weekly meetings with the architects to include dialogue with structural and MEP engineers.

The management team here at FRVPLD has been terrific in helping me piece together organizational and building history, which has been valuable for me and for the professionals coming on board to help us move forward on the building projects. The architectural contracts for implementation of the exterior/HVAC project have been reviewed and approved by the Library's attorneys and are included in this month's agenda; contracts for the construction manager have been received and will be presented for approval next month after attorney review.

In late June, we received notification from the Secretary of State's office that we are being awarded \$105,506.75 in per capita grant funding for 2025. This is the same amount received in 2023 and will need to be expended by June 30, 2026.

Staff wage increases were included in the FY25/26 budget and were implemented for the first full pay in the new fiscal year. While recent years have included wage increases ranging from 3-5% based on employee performance, employees were notified back in March 2025 that performance appraisals would not be taking place in 2025 due to the amount of change employees had been navigating during the transition in leadership and the period with an interim director. Instead, all employees doing satisfactory work were eligible for a 4% increase, except for those who were new hires and had not been here more than 90 days.

On Friday, July 18, both Fox River Valley Public Library facilities closed for the morning to allow for an All-Staff Meeting. Staff from every department gathered at the Dundee location for a fun-filled morning including team-building activities, a State of the Library session, fire extinguisher training with the East Dundee Fire Department, Narcan/naloxone training from the Kane County Health Department, department meetings, and trivia. It was a great opportunity to learn safety skills, meet some of our fellow public servants, share ideas and plans for the future, and enjoy good food and a few laughs with colleagues. Thank you for supporting staff development by allowing the Library to close for staff training.

Deputy Director: Heather Zabski

Throughout the months of June and July, I attended several training sessions and meetings finalizing the implementation of the onboarding package in Paylocity. This new package will make onboarding new hires more efficient and paperless. We are looking to start implementation of performance management module after updates to the performance evaluation process are finalized.

In early July, we finished recruitment for the Adult and Teen Services Librarian position. Francesca Daniels started at the library on August 4. We are still recruiting for an Adult and Teen Services Assistant and a Social Media Coordinator.

Throughout July, I worked with department heads to finalize the Illinois Public Library Annual Report (IPLAR) for the state library. This is a report that all public libraries are required to submit each year by September 1, that includes statistics about our library district and verifies that our library is eligible for grant funding from the state. Every two

years, the IPLAR report includes a capital needs assessment of our library facilities, which can be found between sections 6-7. I used estimates from the library's construction management company LAMP to fill out this portion of the report. Additionally, major changes to the report were made to the Resources Owned (17.1-17.25) to the Use of Resources (18.1-18.19) sections of the report. Physical circulation is now recorded separately from digital circulation in all categories except total circulation of materials. This year continued the trend of slightly decreased physical circulation (down approximately 3% from FY2324) and increased digital circulation (up 8% from FY2324). Overall, circulation remained steady with a minor decrease of less than 1%. The number of library visits stayed steady from last year too, with a minor increase of 1%. Computer usage and wireless internet usage increased from last year (5% for computer usage, 12% for wireless internet usage). We also saw a sizeable increase in program attendance of 14%. A copy of the IPLAR report is included in the board packet. If approved by trustees, we will submit the IPLAR report to the state library by August 15.

Randall Oaks: Brittany Berger

June kicked off the busy summer season, and we saw an increase in visits and in program participation. The Summer Reading Challenge theme "Level Up at Your Library" was very prevalent across Randall Oaks, from decorations to passive activities and programs. 288 kids completed the videogame character scavenger hunt, and over 150 votes were cast in the Eevee vs. Pikachu Pokémon poll. We gave out 180 DIY game kits throughout the month. Staff were kept very busy registering patrons for SRC and distributing prizes to finishers.



There were 16 programs at Randall Oaks this month, and total attendance was a record breaking 336! Summer storytimes always draw a crowd, and Lisa and Rachel often lead groups up to 50 through dances, flannel stories, and specially themed books. One other recurring program this month was Lisa's Life Size Game series where patrons could drop in to play giant versions of Uno, Checkers, Hi-Ho Cherry-o and other classic games. Many of the programs were themed to fit with SRC, including this quarter's Artful Adventures program for adults, pictured below. 21 patrons designed their own canvas art decorated with Scrabble tiles to spell out words that were meaningful to them.



There was no shortage of "Level Up" fun for kids this month! Lisa and Rachel teamed up to host an Ultimate Mario Party program where 30 participants got to try their skill at winning classic Mario Party style games. The fourth semi-annual Puzzle Swap took place on June 24, where puzzle enthusiasts were able to bring sets to exchange and find something new to bring home. Lisa and Rachel also led a few rounds of BINGO at the end of the program to give away some brand-new puzzles. It's been great to see these puzzle exchanges grow in popularity!

July continued to be a busy month at Randall Oaks as families flocked to the library for their Summer Reading prizes and to attend our Level Up themed programs. We gave out almost 200 crafts which included more DIY style games like create-your-own memory and tic-tac-toe. Keeping with the Summer Reading Challenge theme, the interactive coloring board featured a variety of different videogame characters, and we had extra coloring sheets that matched. The voting station had a matchup between Princess Peach and Zelda, with Peach winning the majority of the 117 votes. The scavenger hunt was Pokémon themed, and 266 kids completed it to win a prize. The scavenger hunt was also an opportunity for SRC participants to achieve an activity badge.



There were 12 programs at Randall Oaks this month, and total attendance was 269! Librarian Rachel Dunne hosted a Fourth of July celebration with her Fireworks Party program on the 3rd. Preschool aged children listened to a story, enjoyed parachute play, and got the chance to paint their own colorful firework art. Rachel's The Legend of Randall Oaks program on July 15 drew in fans of Zelda for some games and crafts inspired by the videogame. The quarterly Sewing Studio for tweens was also themed for Level Up at Your Library this time, and tweens learned how to hand sew their favorite videogame characters into a mini plush.



Library Assistant Lisa Knapp's summer Life Size Game series ended with 23 drop-in patrons playing giant Go Fish and Pac-Man, pictured below! Lisa continued her journey around the world with International Foodies on July 2, this time she featured snacks from Ukraine. This tasty program series has been a big hit with patrons, many of whom are eager to attend and share their personal experiences with food and culture from their country of origin. Next up in fall, Mexico!



There have been quite a few technology upgrades at Randall Oaks this summer. In addition to all the new FE Technologies equipment that was installed in June, we also received a new printer. The upgraded Konica is very similar

to the old model that patrons were familiar with using so it has been a seamless transition. Staff were also trained on the new Sort Assist software that has streamlined our material check-in procedures, thanks to its ability to automatically print transit slips.

Adult and Teen Services: Sam Bunte

June kicked off the Summer Reading Challenge with a bang. The number of sign-ups for adults and teens began very strong this year, and we have had so many people engaged with our SRC related passive programming, from taking the coloring pages designed by Clerk Isabella Maguigad, to weekly shrink charms based on art from RO Clerk Jennifer Acevedo, to our large scale sticker mural designed by Library Assistants Kayla Lawrence and Jasmin Munoz (and executed by PR Manager Corinne Vargas). It's been rewarding seeing people respond to the artistic talents of our team and get excited about the theme. We had almost 650 SRC passive program participants between the in-house and take-home items.

Another huge number related to SRC is the number of buttons created in one night at the kick-off party: 149 in just 2 hours! Teen Librarian Danielle Pacini and Kayla kept busy for the entire event.

During summer vacation, we have ramped up our offerings for teens. Our weekly Teen Hangout had more attendees each week through the month, ending up with 14 in attendance on the final Thursday in June. Danielle, Kayla, and Library Assistant Katie Redding have all spent time with the teens and provided them with plenty of activities, crafts, and snacks during these sessions.

Danielle has also worked with YS Manager Heather Ji to host space and provide activities for sessions once, and sometimes twice, every week for a Dundee Township Park District recreation camp for middle schoolers. It's been a wonderful way to introduce the tweens to all the library has to offer.

Jasmin hosted a program that is part of a partnership with Pivotal Counseling Center, who are providing service through a grant funded by the Dundee Township Mental Health Board. The program explored the link between physical and mental health, and how to enjoy a healthier lifestyle. We had some really positive comments after the program.

Our smaller 3D printer had been having some issues and after exploration in the first part of the month, we realized that it was actually more cost-effective to buy a new printer rather than replace the faulty components. Library Specialist Erica Acevedo found a low-cost model that we purchased, and she has been blown away by the quality of its work. It's been a fantastic addition to our resources, and she has created some impressive pieces using it to fulfill patron requests and help staff with items for programs.

To wrap up June I attended the American Library Association Annual Conference in Philadelphia. It was a wonderful way to connect with fellow library professionals, talking to people from around the country and other parts of the world. The sessions were informative, and there were a lot of great vendors, publishers, and artisans on the exhibition floor.

The SRC gaming themed programs were plentiful in July. Library Assistant Jasmin Munoz hosted Wooden Minecraft Flowers, in which patrons had the opportunity to build their own artistic flower mounted to a board in the recognizable blocky style of the popular game. There were various templates to choose from, and attendees got to pick what color petals they wanted. There were enough leftover materials to create some take-home kits that Jasmin put out on display, and they were all gone within a day of placing them in the public area!

Library Assistant Dian Martinez hosted another session of her popular "I Love Me" series, this one hosting a drumming circle. Participants got to explore multiple drums and other types of percussion instruments. One patron commented that they noticed that we provide a lot of wellness programs and they really appreciated that.

Dian also debuted a new program called Let's Make a Movie. This program encouraged patrons to tap into their creative side and taught them skills they can use to create films on their phones. Anyone can do it! Clerk Piper Martin pitched in and helped Dian and the PR department create a promo video prior to the program. Dian did extensive research preparing for this to make sure our patrons had everything they needed. In the fall, she's also planning a mini film

festival for people in our area to submit their films in. A few attendees of this program confirmed they'll be submitting their movies to that festival!

We have hosted a couple of puzzle races in the past that proved popular, so it being on theme with SRC seemed like the perfect time to bring one back again. Jasmin hosted this, and thanks to a generous donation of puzzles we were awarded from Ravensburger, we had leftover puzzles for teams to take home with their friends. The attendees took the competition seriously, and the winning team finished the 500-piece puzzle in an impressive 43 minutes and 9 seconds!

Library Assistant Kayla Lawrence brought the Mobile Adventure Company to our library to make their mobile escape room available to our patrons. It was a great experience for all ages as groups worked together with other groups of strangers to complete the challenge!



Account Services: Keri Carroll

Sliding into June brought bigger numbers across both locations when compared to May: visits and overall circulation numbers were on trend with increases seen in 2024, though those June numbers were slightly higher. Home deliveries remained steady, but Account Services staff broke a new monthly record for license plate renewals with a massive 70, with 20 alone happening on the final day. Every few months it feels like another Illinois library is adding this service and asking others for advice; it's great that we can claim to be the first.

I provided a training session for Director Howe on circulation procedures, showing her the basics of checking patrons in and out, registering cards, and placing holds. She shared that she wants to be able to jump on a desk if she's out on the floor and notices patrons need assistance. It was great getting the opportunity to share our department's daily work and equipped her with the tools she was looking for.

To stick with the Summer Reading Challenge theme, ATS Library Assistant Gene Barish invited me to join him in hosting Fun and Games Trivia at Black and Gray Brewing Co. We challenged attendees to three rounds of classic board games, game shows, and video games. I'm usually in attendance as a patron during Gene's trivia nights so it was a huge change of pace to be behind the microphone! I had a fantastic time hosting with him and enjoyed connecting with our patrons in a new way.

Visits remained consistent for both locations compared to data from 2024 expected trends from June to July. Circulation numbers for both Dundee and Randall Oaks dipped slightly from 2024 numbers. Home deliveries and license plate renewals remained steady for July.

As upcoming chair of the CCS Interlibrary Loan Technical Group, we had officer orientation on Wednesday, July 9. Having previously been chair of the Circulation Technical Group, I'm grateful that I remember most of the duties and feel ready to lead the group through the next fiscal year. Speaking of which, the CCS Circulation Technical Group met the following day – Thursday, July 10 – virtually and discussed numerous upcoming updates, such as improved display functionality in Leap for items part of curated displays. We were also prepped for the Vernon Area migration which will take place over Labor Day weekend.

Youth Services: Heather Ji

Our Summer Reading Challenge theme this year was Level Up at Your Library with great gaming graphics created by our PR department and a midway prize to encourage more visits to the library. Although sign-ups began in May, we officially started the reading challenge in June with our kick-off party, which was held at Randall Oaks Park for the first time to connect with patrons on the other side of the district and to have a larger space. We had a beautiful night, and everyone enjoyed a curated playlist, crafts, games, popcorn, raffle prizes, and free Kona Ice.



Many of the programs this summer were related to the summer reading gaming theme such as YS Assistant Danielle Bartelt's LEGO Club, YS Assistant Erin Sikorski's Preschool Bingo, YS Assistant Jessica Nelsons's video gaming program featuring Nintendo Switch, Wii, and PS4 video games for tweens, and our 8-Bit Party, which had three different sessions of families playing an in-real-life version of Mario Party.



Another well-attended family program featured El Mago, a bilingual magician who thrilled the crowd with his tricks and his adorable rabbit helper.

Erin's Tuesday Tales and Danielle's Hello Baby storytimes were more popular than ever, and we also had Rainbow Storytime for Pride month. YS Assistant Amairani' Lopez's bilingual Cuentos y Stories has become a monthly evening storytime to hopefully reach more families and has had a good turnout so far.



In June YS Assistant Lizbeth Hernandez's Little Artists celebrated fathers with custom baseball hats, preschoolers brought their stuffies to Jessica's Teddy Bear Sleepover and left them overnight for adventures in the library, and our foodies came to Amy and Erin's Pizza Parlor Party for crafts, relay races, pizza bingo, mini pizzas. Kids of all ages participated in Danielle and Jessica's first LEGO Derby, using an actual Pinewood Derby ramp from our local Cub Scout Pack 36.



In July we went all in for Shark Week with Danielle's Shark Party for preschoolers that had a scavenger hunt, obstacle course, games, and a photo op., and her Shark Week Take Home Kits for grades K-6 that included a reading list, activities, a craft, fun facts, and stickers.



Tweens enjoyed monthly tween nights with Lizbeth and Jessica that featured games, crafts, and snacks on the library grounds, making tie-dye bucket hats in Lizbeth and Danielle's Make it Space, an optical illusion craft with Amairani, and painting sunset vibes in the latest Beginner Acrylic Painting session.



This summer staff from Youth Services attended both of the Dundee Park District's Family Fun Nights and Brightpoint Child and Family Center's annual Block Party, and provided storytimes to Serendipity Learning Center and Sleepy Hollow KinderCare. We also worked with ATS to host weekly meetings and events at the library for a new park district Middle School Camp.

Facilities: Michael Lorenzetti

Roof Update – DCG Roofing was onsite back in April and since then all areas have been leakproof until mid-July. DCG Roofing returned on 7/23 to identify all areas of leakage and begin repair. These identified areas were on the North, South, East, and West sides of the roof. Updates will continue after each rainfall.

On 7/08, Elgin Sheet Metal was onsite for summer filter exchange and roof top unit preventive maintenance.

On 7/21, KONE Elevator Service was onsite to perform routine scheduled preventive maintenance.

PATS (Purchasing, Acquisitions and Technical Services): Karin Nelson

E-Resources: The beginning of the new fiscal year means a large number of products were up for renewal. The following databases were renewed in July: LinkedInLearning, Brainfuse, Worldbook, Newsbank, Hoopla, Overdrive, Ancestry Plus/Heritage Quest, eRead IL/Boundless, Freegal, and Consumer Reports. The magazines and newspapers were also going to be renewed in July. Unfortunately, the cost for most of our print newspapers continues to increase at record levels.

Replacement copiers: Our two oldest copiers were budgeted in the FY2526 to be replaced. Their end of life (EOL) occurred last year so it worked out well to replace them at the beginning of the new fiscal year. Their delivery and installation was completed in mid-July, and now there is only one set of toners to keep track of for the 5 copiers.

FY24/25 Savings : Over \$16,000 in savings not including figures from IT and Facilities projects, grants, or when we changed vendors for various services. The total for our material discounts (versus list price) was over \$86K.

Polish/Ukrainian books: The majority of the titles which were ordered have been processed, and out on the shelves. There were a small number of titles which did not have a bibliographic record in Polaris nor in my OCLC Connexion client. That resource is used to find bibliographic records, edit them as necessary for various standards, and then import the records into Polaris. These books will be sent to RAILS so their World Language Cataloging Service can create bibliographic records for us to import into Polaris.

IT/ Network: John Sabala

We are pleased to report on the successful installation of new Self Loan stations at both library locations—three units at the Dundee Library and two at the Randall Oaks Library. These modern, user-friendly stations significantly enhance the patron experience by offering:

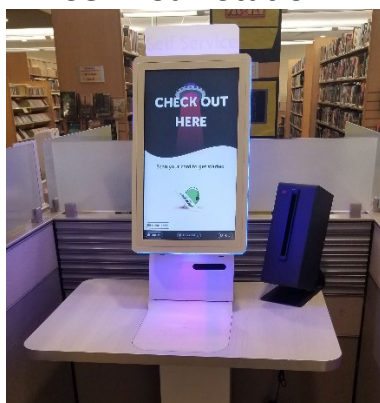
- Larger, high-resolution touchscreens for improved visibility and interaction
- Expanded bed size, allowing multiple items to be checked out simultaneously
- Enhanced accessibility features, including large text display, reach mode, and voice-guided instructions
- Multilingual support, with 45 international language options—including a whimsical “Pirate” script for added fun
- Upgraded processing power, ensuring faster and more efficient transactions

In addition to the Self Loan stations, we have also implemented new Check-In bins and Sort-Assist stations from FE Technologies at both library locations. The Check-In bins now support batch returns, allowing patrons to return multiple items at once without the need to insert them individually. We have also integrated the existing book drop slot and screen interface to guide patrons through the process seamlessly.

The Sort-Assist stations enhance staff efficiency by enabling quick and accurate sorting of returned materials, streamlining the workflow, and ensuring items are routed promptly to their appropriate destinations.

These technology upgrades directly support the Presence strategic focus of our Strategic Plan by strengthening our library infrastructure, improving operational efficiency, and enhancing the overall patron experience through modern, accessible, and reliable systems.

Self-Loan Station



Book Drop Slot



Staff Side of Book Drop



Wi-Fi Network Enhancement

To improve connectivity and resilience, we have added battery backup to the network equipment that connects the library to external services. This enhancement allows patrons and staff to maintain Wi-Fi access during localized power outages, ensuring continued access to digital resources and communication tools. While this solution is dependent on the availability of service from our providers in the surrounding area, it is estimated to provide 20–30 minutes of uninterrupted Wi-Fi during an outage.

Staff Attendance Station Replacement

The Dundee Library staff lounge has been upgraded with new Attendance Stations, offering a more modern and efficient experience for staff. Enhancements include a faster PC, a larger screen, and a redesigned layout that provides greater privacy and ease of use. This update supports staff productivity and reflects our commitment to improving internal technology resources.

These upgrades align with our ongoing efforts to strengthen library infrastructure and support the strategic focus area of Presence, by optimizing spaces and systems that enhance access and the overall library experience.

Public Relations and Outreach: Corinne Vargas

The PR Manager was recently selected and has begun to serve as a mentor in the Illinois Library Association (ILA) Mentorship Program. This six-month program offers valuable mentorship and networking opportunities for library professionals, fostering growth by connecting with experienced individuals in the field.

Following the successful presentation of *The Evolution of a Printed Newsletter: One Library's Journey* at the May ILA Marketing Conference, the PR Manager has been invited to present the program at the September PrairieCat Consortium Professional Development Conference. The event will take place in East Moline, IL. The Consortium consists of 138 libraries in the Northern Illinois area.

The summer sun may be shining, but PR is already focused on fall! The fall newsletter was sent to the printer on July 21 and is scheduled to arrive in homes the week of August 18. Special thanks to PR Graphic Designer Dan Mitchell for all his hard work on the design and layout.

On July 18, the PR Manager and Account Services Manager represented the Library at the West Dundee River Challenge community event. It was a great opportunity to engage with residents and promote Library services. Thank you to everyone who stopped by our outreach table to say hello!



In alignment with the Library's Strategic Plan focus on Inclusion, the PR department developed language buttons for staff who speak multiple languages. These buttons display text in both English and the staff member's spoken language, helping to create a more welcoming and accessible environment for all patrons.

Fox River Valley Public Library District Awarded Powering Safe Communities Grant

We're proud to share that the Library District has been selected as a 2025 recipient of the *Powering Safe Communities Grant Program*, a partnership between ComEd and the Metropolitan Mayors Caucus.

Grant funds will support the purchase, installation, and staff training for three Automated External Defibrillators (AEDs), which will be placed at both the Dundee and Randall Oaks locations. This project will significantly enhance public safety by increasing access to life-saving equipment across our facilities.



Social Media Report

June 2025



Fox River Valley Libraries
Dundee Library • Randall Oaks Library

Social Media Followers

Facebook	▲ 3,055	May 3,034
Instagram	▲ 931	May 926
X/Twitter	▲ 729	May 728
LinkedIn	130	May 130
YouTube	▲ 219	May 220
TikTok	▲ 350	May 332
Blue Sky	49	May 49

Website Analytics – May 1-31

User Engagement – 45,624

Overall website views – 72,949

Top 6 Page Views

1. Homepage – 9,136
2. Monthly Calendar – 2,406
3. Upcoming Events – 1,664
4. Randall Oaks – 1,169
5. Online Resources - 917
6. Job Openings - 705

eNewsletter – via LibraryAware

for June | Past 30 days

- Total Users – 28,265
- 3 emails sent in May:
 - 2 Regular, 1 Summer Reading focused
- Mobile 2.08% | Desktop 97.92%
- 38.61% open rate
- 275 click-throughs

Top 3 Facebook posts for June

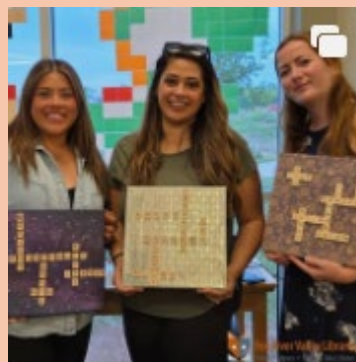


Reach
861

Views
1,161

Interactions
28

Clicks
20



Reach
480

Views
867

Interactions
9



Reach
904

Views
788

Interactions
7

Clicks
13

Social Media Report

July 2025



Fox River Valley Libraries

Dundee Library • Randall Oaks Library

Social Media Followers

Facebook	▲	3,070	June 3,055
Instagram	▲	943	June 931
X/Twitter	▼	724	June 729
LinkedIn	▲	132	June 130
YouTube	▲	223	June 220
TikTok	▲	366	June 350
Blue Sky	▲	53	June 49

Website Analytics – July 11 – Aug. 7

User Engagement – 45,501

Overall website views – 69,929

Top 6 Page Views

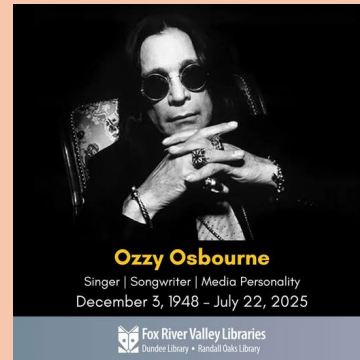
1. Homepage – 9,033
2. Monthly Calendar – 2,4135
3. Upcoming Events – 1,450
4. Online Resources – 998
5. Randall Oaks - 967
6. Job Openings - 649

eNewsletter – via LibraryAware

for July | Past 30 days

- Total Users – 28,661
- 2 emails sent in July
- Mobile 1.68% | Desktop 98.32%
- 40% open rate
- 394 click-throughs

Top 3 Facebook posts for July



Reach
841

Views
1,349

Interactions
26

Clicks
8



Reach
616

Views
937

Interactions
19



Reach
368

Views
608

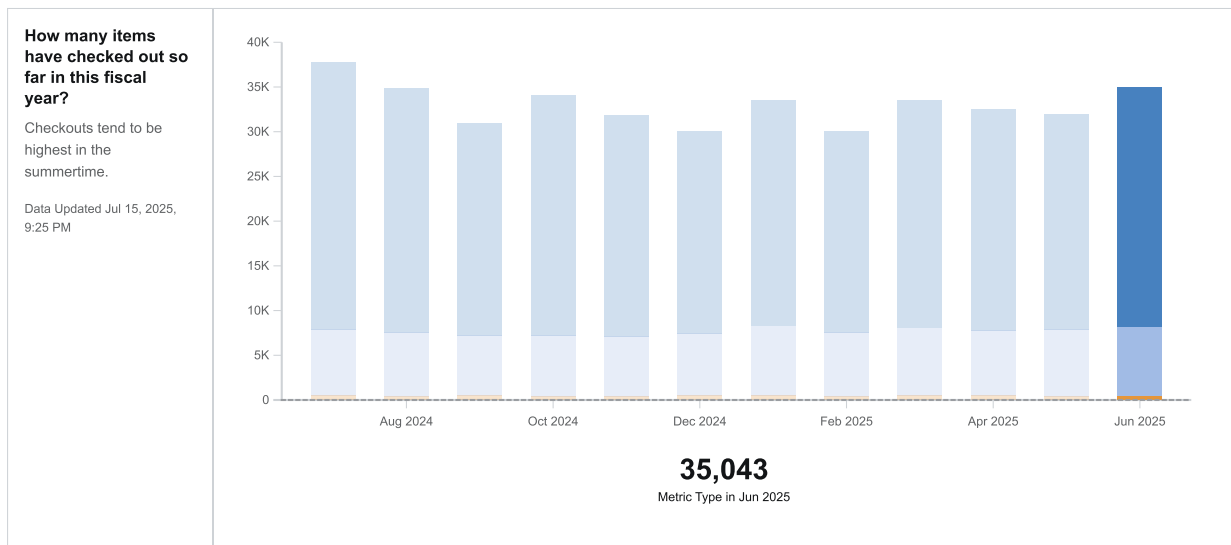
Interactions
12

How are we doing?

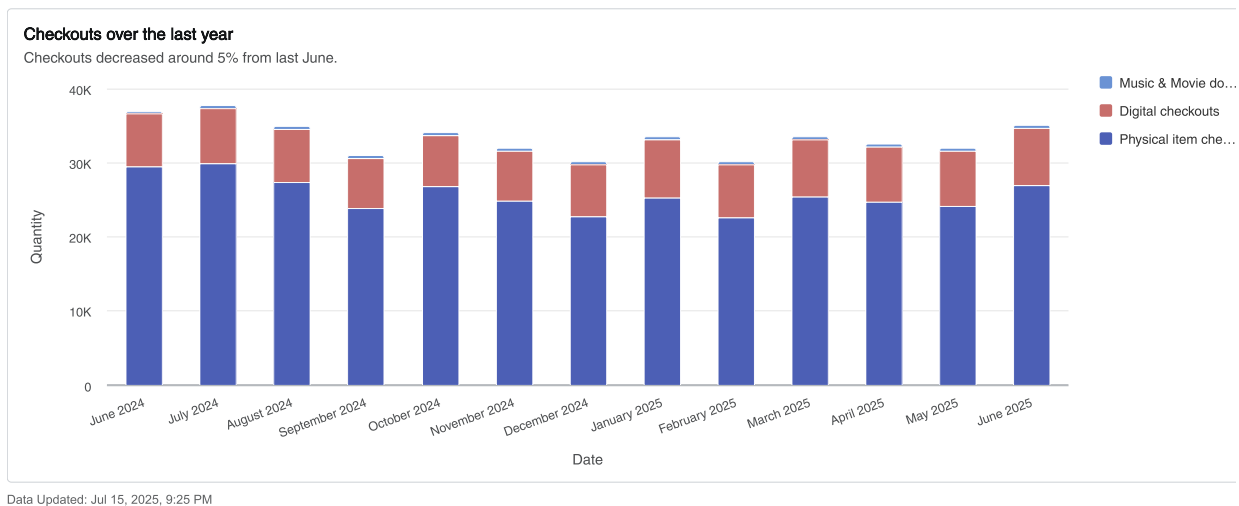
The monthly Dashboard tells our story

Click the graphs to see more details

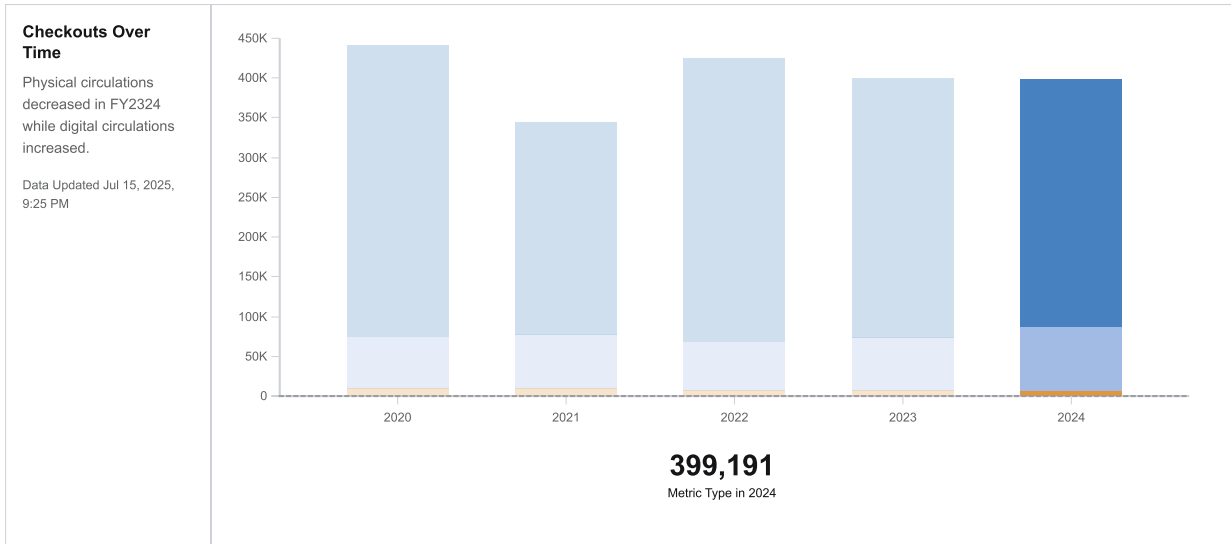
Checkouts - This Fiscal Year



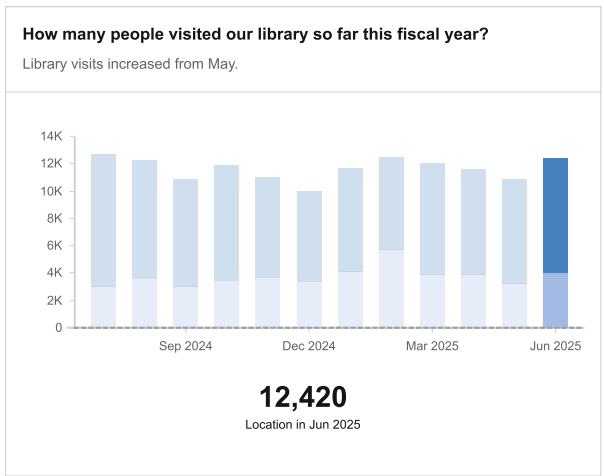
Checkouts - 13 Month Trends



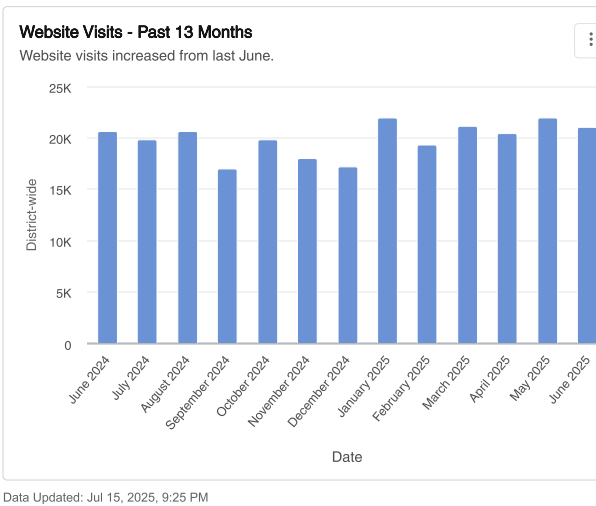
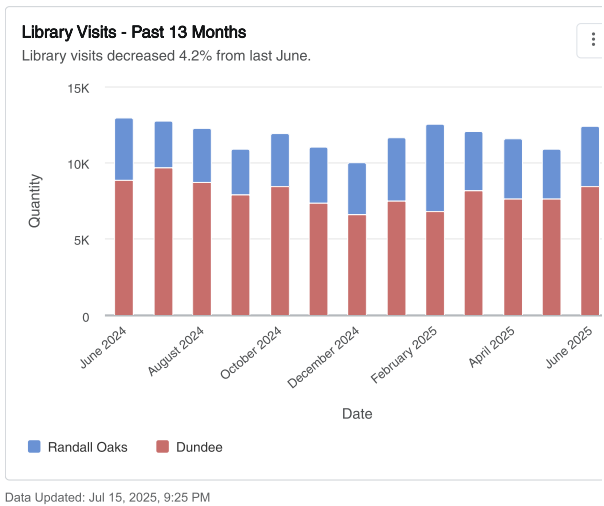
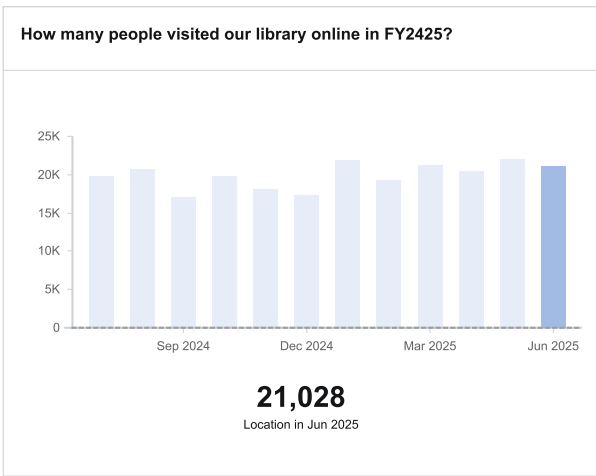
Checkout Trend



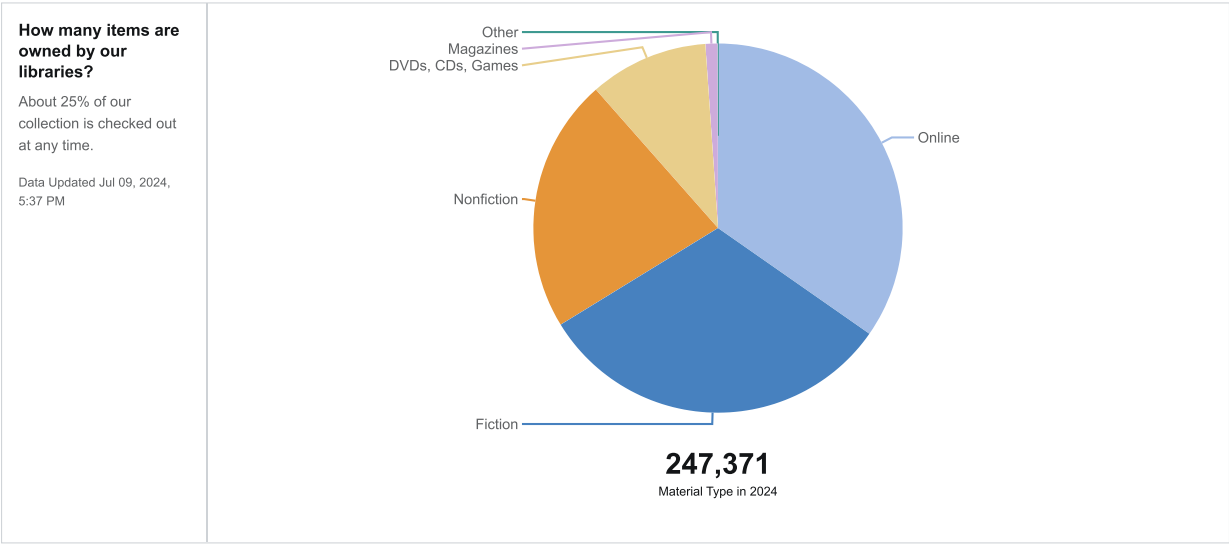
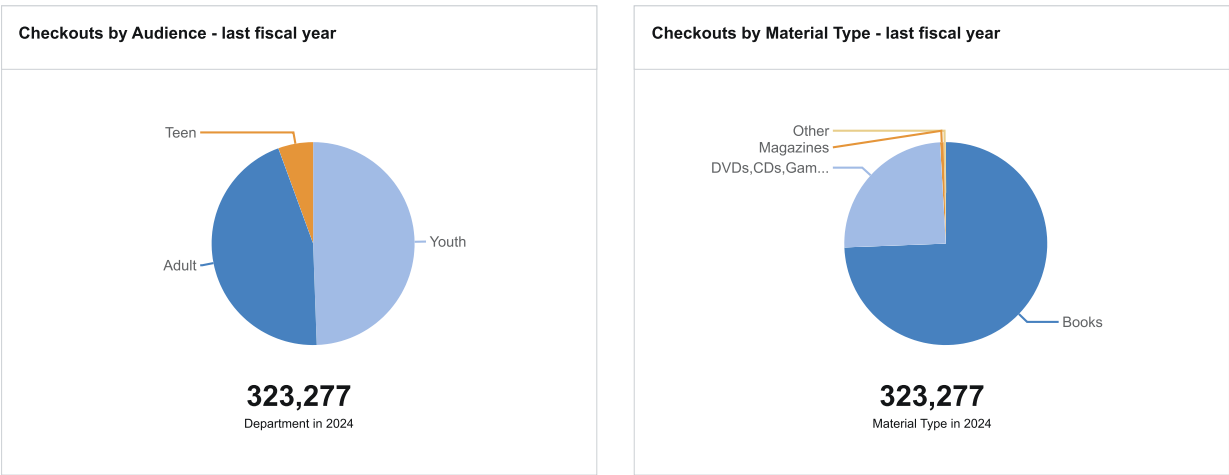
Library Visits - This Fiscal Year



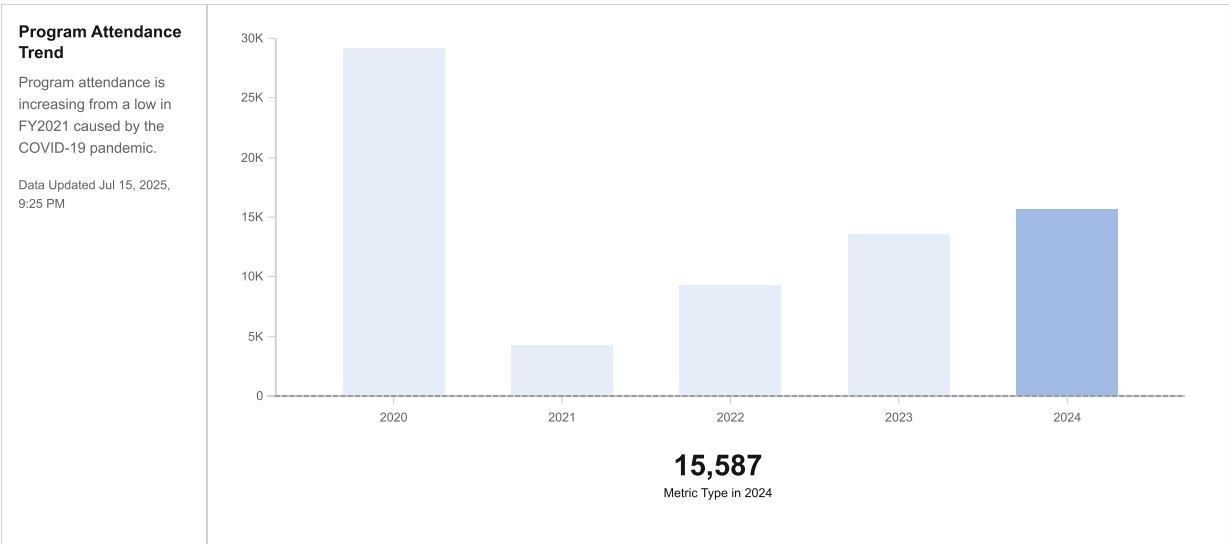
Website Visits - This Fiscal Year



Physical item checkouts

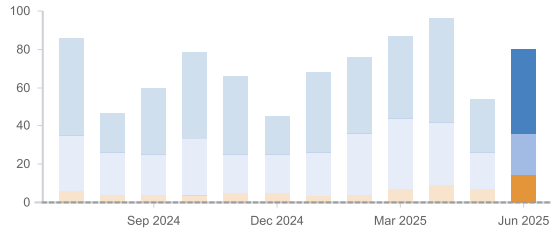


Program Attendance Trend



How many programs have been held so far this FY?

Storytimes returned from a brief hiatus in June.

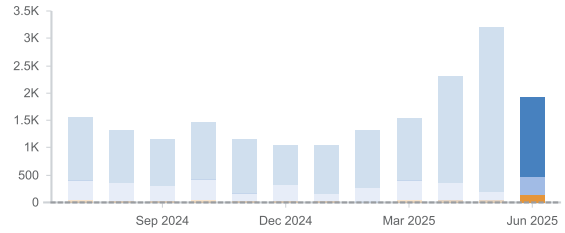


80

Metric Type in Jun 2025

How many people have attended our programs so far this FY?

Program attendance in May was high due to school visits. In June, we saw a decrea...

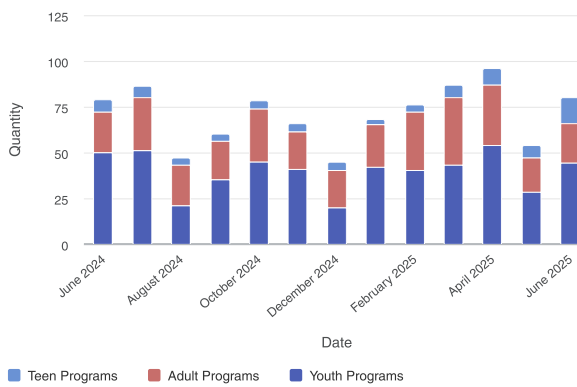


1,923

Metric Type in Jun 2025

Library Programs Held - Past 13 Months

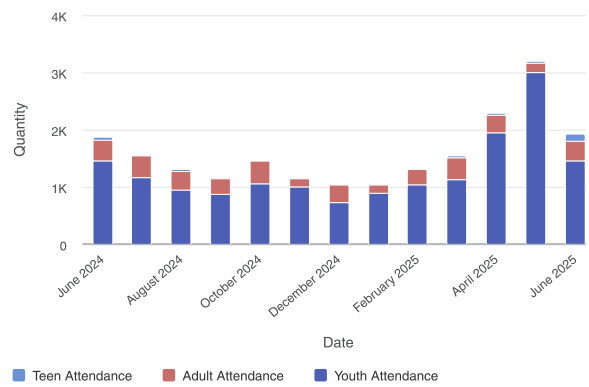
We offered a similar number of programs this June as we did last year.



Data Updated: Jul 15, 2025, 9:25 PM

13 Month Program Attendance

Program attendance was similar this June to last year.

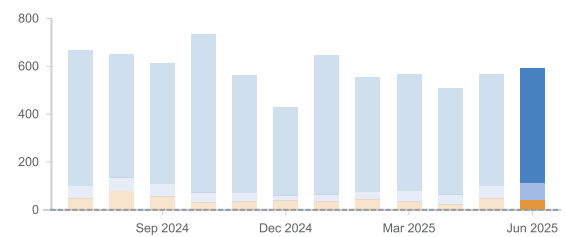


Data Updated: Jul 15, 2025, 9:25 PM

Specialty Services

The Library offers many non-traditional services to make patrons' lives easier, such as **one-on-one computer instruction** to teach new software or help repair a computer; **Illinois license plate renewals** enabling patrons to renew plates and receive updated stickers immediately, anytime the Dundee Library is open; and **home delivery** which began in May 2020.

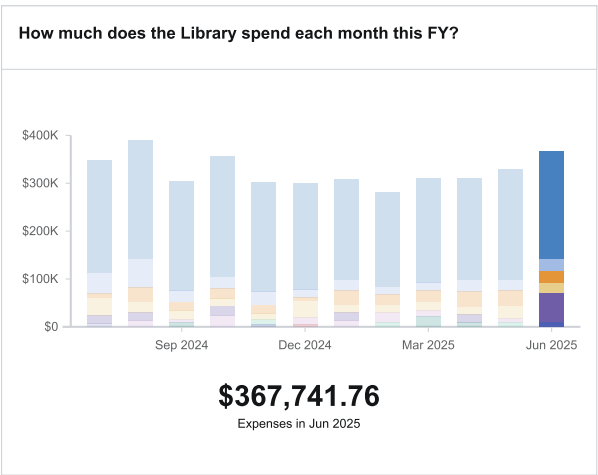
Specialty Services This Fiscal Year



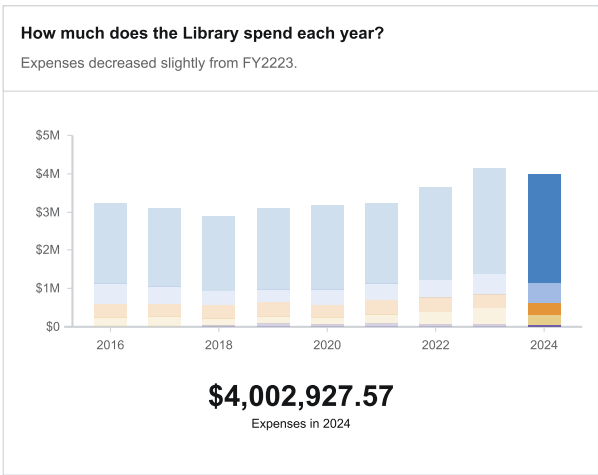
592

Metric Type in Jun 2025

Monthly Spending- this year



Past years' spending



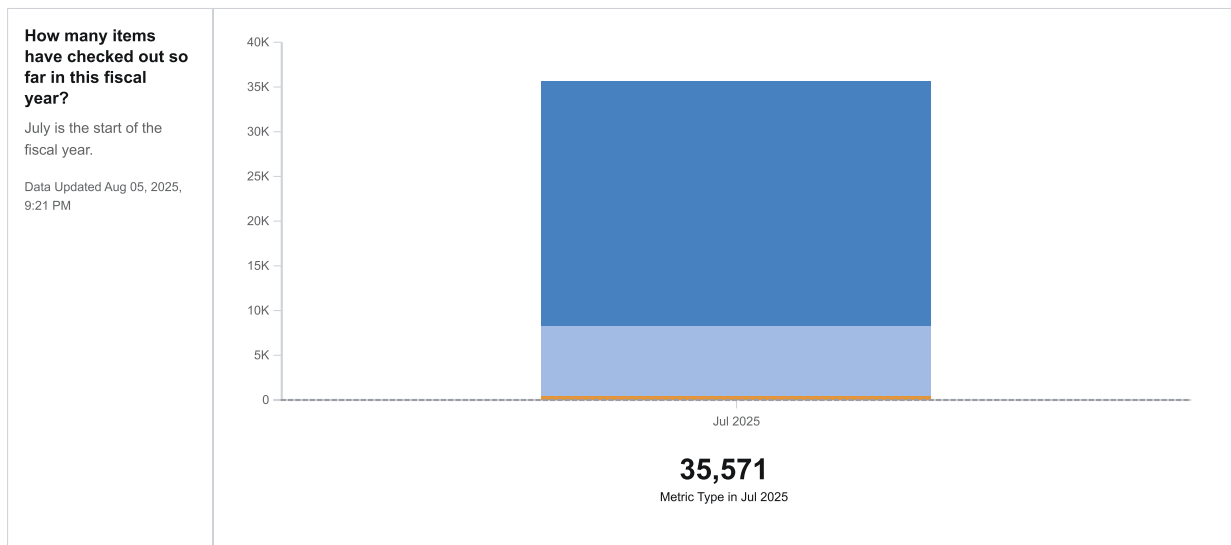
www.FRVPLD.info

How are we doing?

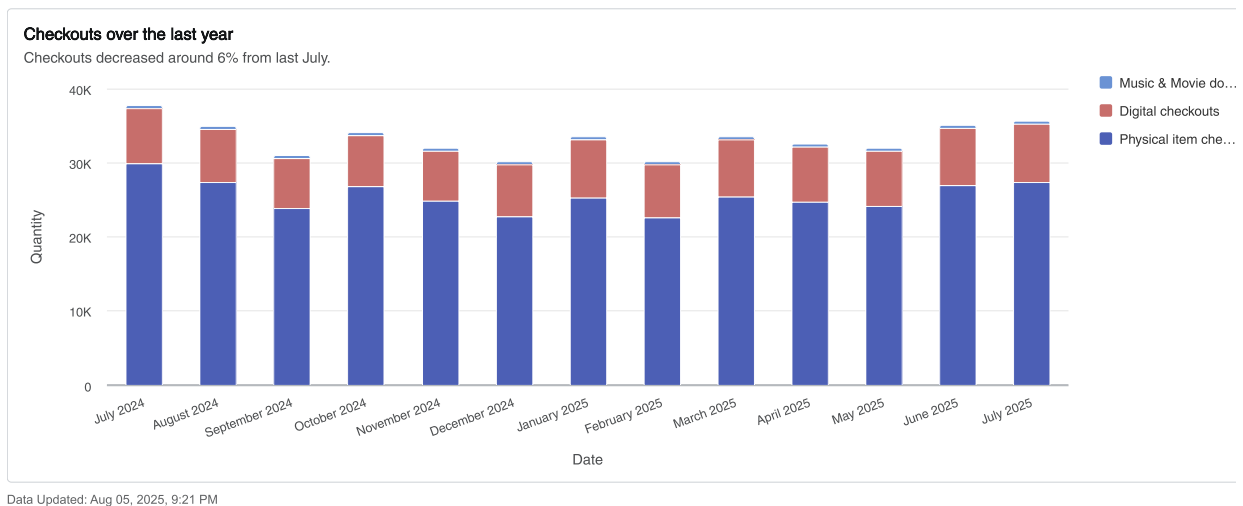
The monthly Dashboard tells our story

Click the graphs to see more details

Checkouts - This Fiscal Year



Checkouts - 13 Month Trends

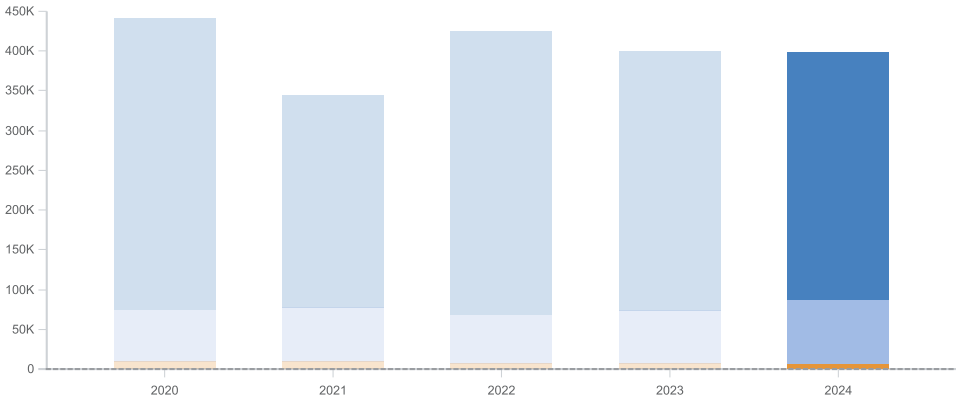


Checkout Trend

Checkouts Over Time

Physical circulations decreased in FY2324 while digital circulations increased.

Data Updated Aug 05, 2025, 9:21 PM



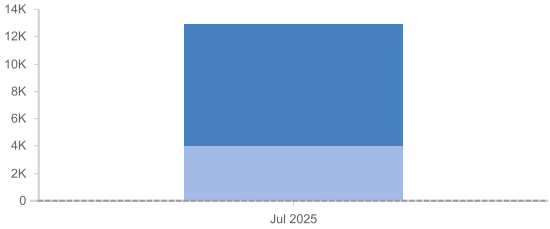
399,191

Metric Type in 2024

Library Visits - This Fiscal Year

How many people visited our libraries in FY2526?

July is the beginning of the fiscal year.



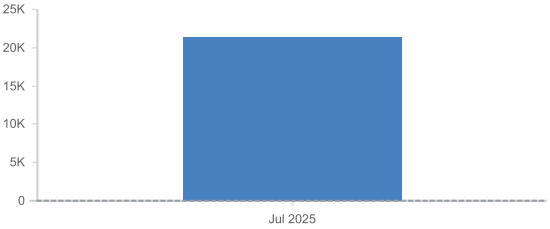
12,966

Location in Jul 2025

Website Visits - This Fiscal Year

How many people visited online in FY2526?

July is the beginning of the fiscal year.

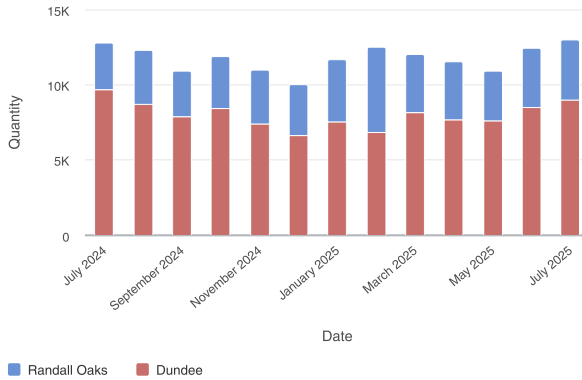


21,267

Location in Jul 2025

Library Visits - Past 13 Months

Library visits increased slightly from last July.

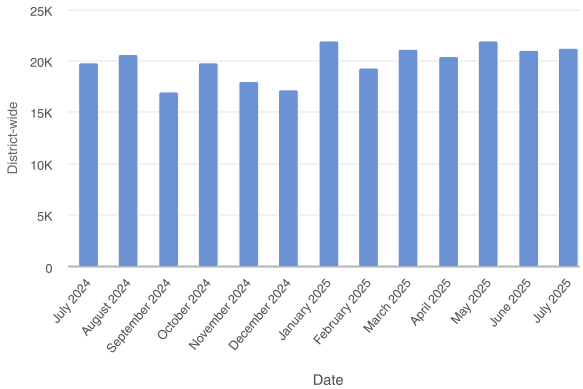


■ Randall Oaks ■ Dundee

Data Updated: Aug 05, 2025, 9:21 PM

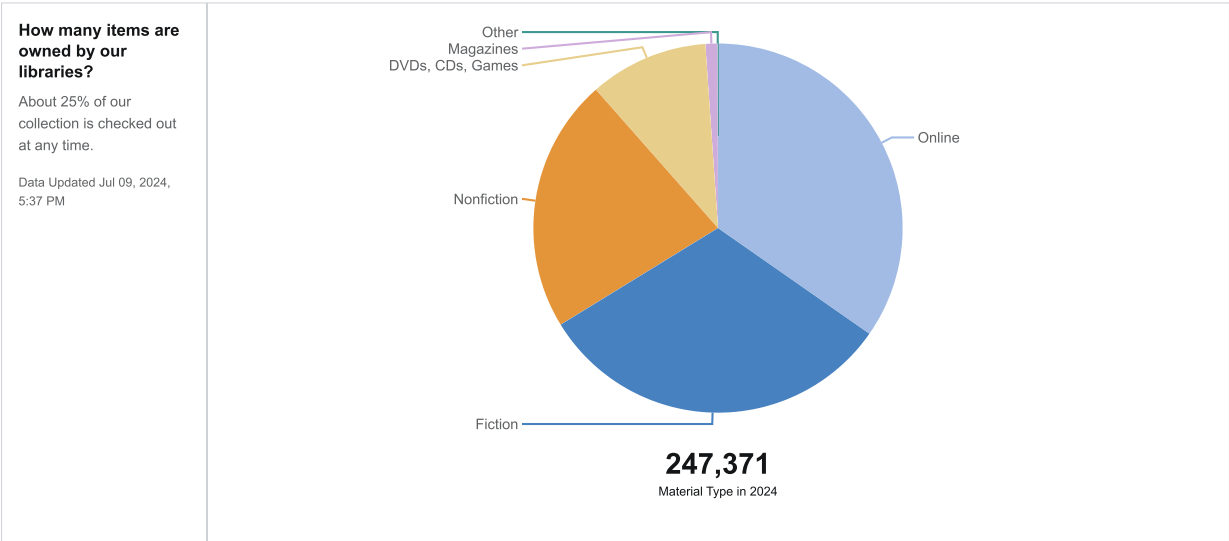
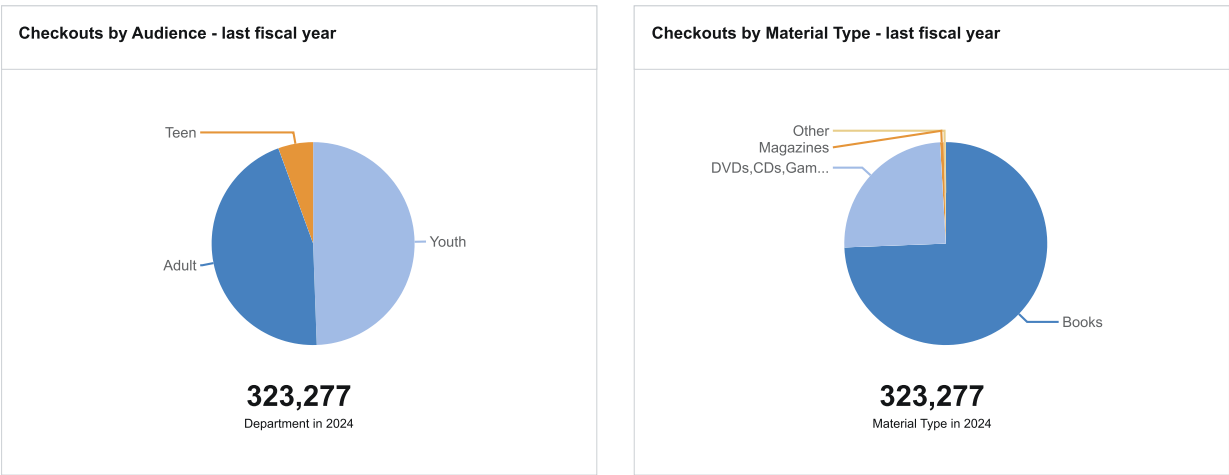
Website Visits - Past 13 Months

Website visits increased from last July.

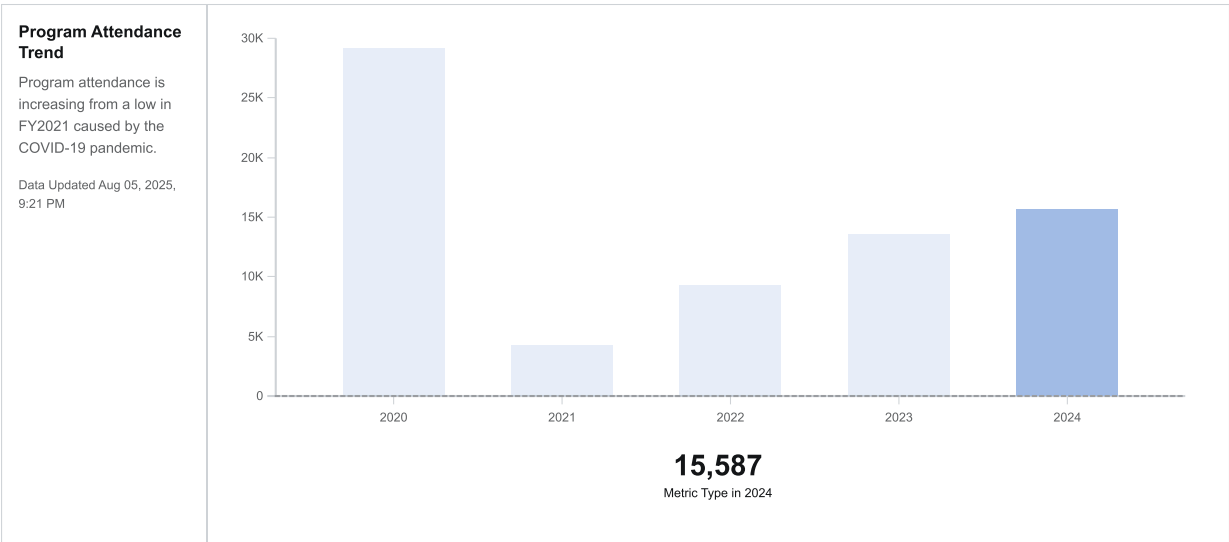


Data Updated: Aug 05, 2025, 9:21 PM

Physical item checkouts

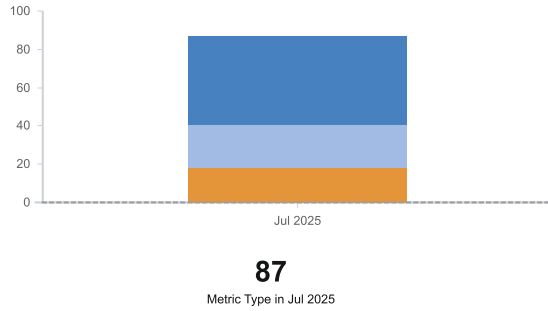


Program Attendance Trend



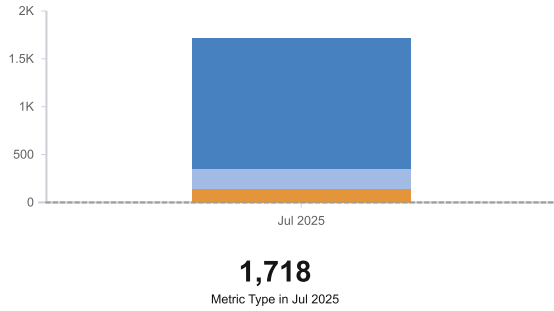
How many programs have we held so far in FY2526?

July is the start of the fiscal year.



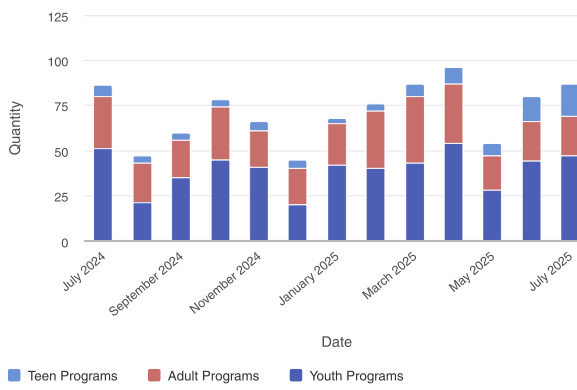
How many people have attended programs in FY2526?

July is the start of the fiscal year.



Library Programs Held - Past 13 Months

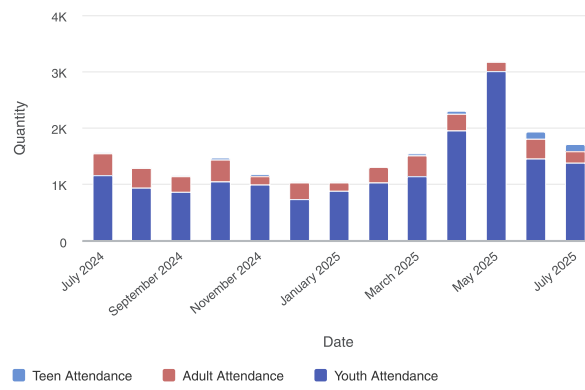
We offered a similar number of programs this July as we did last year.



Data Updated: Aug 05, 2025, 9:21 PM

13 Month Program Attendance

Program attendance was similar this July to last year.



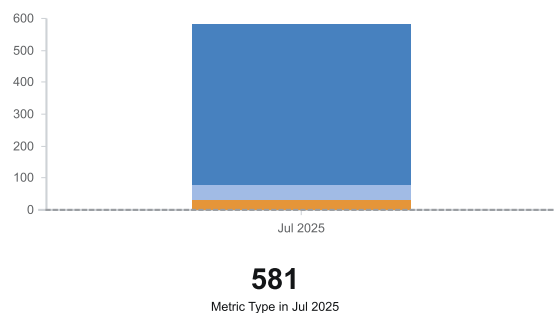
Data Updated: Aug 05, 2025, 9:21 PM

Specialty Services

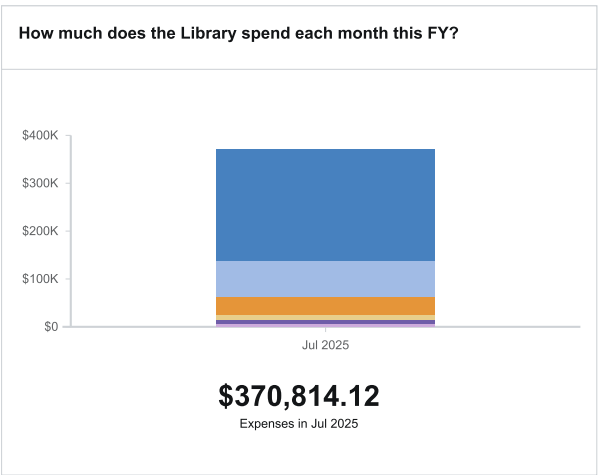
The Library offers many non-traditional services to make patrons' lives easier, such as **one-on-one computer instruction** to teach new software or help repair a computer; **Illinois license plate renewals** enabling patrons to renew plates and receive updated stickers immediately, anytime the Dundee Library is open; and **home delivery** which began in May 2020.

Specialty Services FY2526

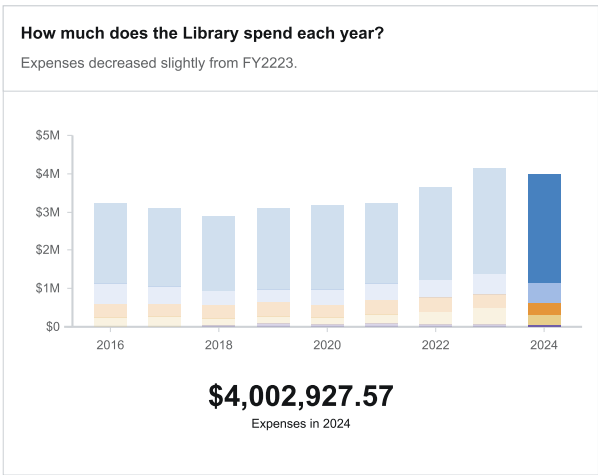
July is the start of the fiscal year.



Monthly Spending- this year



Past years' spending



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A. Consent Agenda

BACKGROUND INFORMATION: These items are routine business for the library district and can be enacted by a single motion under the Consent Agenda. There will be no discussion of these items unless a Trustee requests that an item or items be removed from the Consent Agenda for separate consideration.

A.1 RECOMMENDED **MOTION**: I move to Approve items A.1.a through A.1.p under the Consent Agenda as presented.

- A.1.a Minutes from the June 17, 2025 Board of Trustees Meeting**
- A.1.b Check/Voucher Register for June 2025**
- A.1.c Check/Voucher Register for July 2025**
- A.1.d Monthly Financial Report for June 2025**
- A.1.e Monthly Financial Report for July 2025**
- A.1.f Revenue Summary – All Funds Combined – Budget v Actual Revenues for June 2025**
- A.1.g Revenue Summary – All Funds Combined – Budget v Actual Revenues for July 2025**
- A.1.h Revenue Summary – All Funds Combined by Period for June and July 2025**
- A.1.i Expenditure Summary – All Funds Combined – Budget v Actual Expenses for June 2025**
- A.1.j Expenditure Summary – All Funds Combined – Budget v Actual Expenses for July 2025**
- A.1.k Expenditure Summary – All Funds Combined – Budget v Actual Expenses by Location for June 2025**
- A.1.l Expenditure Summary – All Funds Combined – Budget v Actual Expenses by Location for July 2025**
- A.1.m Expenditure Summary – All Funds Combined by Period for June and July 2025**
- A.1.n Balance Sheet for June 2025**
- A.1.o Balance Sheet for July 2025**
- A.1.p Ehlers Investment Inventory for June and July 2025**

A separate motion to approve each withheld item is needed prior to discussion and voting on that item.

RECOMMENDED **MOTION** (if needed):

Approve Item _____ as presented

**Fox River Valley Public Library District
Board of Trustee Meeting
June 17, 2025**

MINUTES

Call to Order

The meeting was called to order by President Kristina Weber at 7:00 PM.

All present rose to recite the Pledge of Allegiance.

Roll Call

Members present:	President	Kristina Weber
	Vice President	Matt Goyke
	Secretary	Dan Wisniewski
	Treasurer	Tara Finn
	Trustee	Chris Evans
	Trustee	Melissa Iwinski
	Trustee	Paula Lauer

Members absent: None

Others present: Executive Director Kristi Howe, Deputy Director Heather Zabski, Deanna Roy, John Sabala, Michael Lorenzetti, Corinne Vargas, Heather Ji, and Sam Bunte

Public Comment

None

President's Report

Review of Secretary's Records for IPLAR

The annual IPLAR report requires two trustees to review the Secretary's Records for the past fiscal year. Weber appointed trustees Paula Lauer and Melissa Iwinski.

Director's Report

Building Projects

Director Howe talked about necessary building updates at the Dundee Library and tentative plans to address issues going forward to ensure the library can provide quality and up-to-date services to the taxpayers of the community. The scope and financial significance of the updates will require multiple phases of work to be completed over the course of years. Howe shared specific exterior updates that the library will be focused on, with a target timeline to take phase one out for public bid in late 2025. Director Howe noted that later phases would address staff and public interior spaces.

Department Head Reports and Dashboard

There were no comments.

Consent Agenda

Exhibit A.1 Items included in Consent Agenda

- A.1.a Minutes from May 20, 2025 Board of Trustees Meeting
- A.1.b Check/Voucher Register May 2025
- A.1.c Monthly Financial Report for May 2025
- A.1.d Revenue Summary – All Funds Combined – Budget v Actual Revenues
- A.1.e Revenue Summary – All Funds Combined by Period
- A.1.f Expenditure Summary – All Funds Combined – Budget v Actual Expenses
- A.1.g Expenditure Summary – All Funds Combined – Budget v Actual Expenses by Location
- A.1.h Expenditure Summary – All Funds Combined by Period
- A.1.i Balance Sheet for May 2025

A.1.j Ehlers Account Statement for May 2025

Weber inquired if there were any items Trustees would like to remove for further discussion. Hearing none, she called for a motion to *APPROVE CONSENT AGENDA ITEMS A.1.A THROUGH A.1.J AS PRESENTED*. Moved by Evans and seconded by Goyke, Weber asked for a roll call vote.

Roll call vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent, 0 vacant. Motion carried.

Unfinished Business

Exhibit B.1 Working Budget FY2526

Weber called for a motion to APPROVE THE WORKING BUDGET FOR THE FISCAL YEAR 2025-2026. Moved by Goyke and seconded by Finn. Director Howe noted minor changes to the Working Budget from the prior board meeting which are listed on the coversheet. Weber called for a roll call vote.

Roll Call Vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent. Motion carried.

New Business

Exhibit C.1 Ordinance 2025-06 Board Meeting Dates FY2526

Weber called for a motion to ADOPT ORDINANCE 2025-06 BOARD MEETING DATES FOR FISCAL YEAR 2025-2026. Moved by Evans and seconded by Finn. Weber noted that the board will not meet in July. The August meeting will be held one week prior to the usual meeting date to allow for the required B&A timeline. There being no further discussion, Weber called for a roll call vote.

Roll call vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent, 0 vacant. Motion carried.

Exhibit C.2 Ordinance 2025-07 Transferring Funds to Special Reserve

Weber called for a motion to ADOPT ORDINANCE 2025-07 TRANSFERRING FUNDS IN THE AMOUNT OF \$750,000 FROM THE GENERAL FUND TO THE SPECIAL RESERVE FUND. Moved by Goyke and seconded by Iwinski. Howe noted that transferring unexpended General funds to the Special Reserve fund allows the library to save for capital improvement projects. There being no further discussion, Weber called for a roll call vote.

Roll call vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent, 0 vacant. Motion carried.

Exhibit C.3 Electronic Resource- LinkedIn Learning Contract

Weber called for a motion to AUTHORIZE THE DIRECTOR TO CONTRACT WITH LINKEDIN FOR LINKEDIN LEARNING, AN ELECTRONIC RESOURCE FOR ONLINE LEARNING, AT A COST NOT TO EXCEED \$13,125. Moved by Finn and seconded by Iwinski. Item opened for discussion. There being no further discussion, Weber called for a roll call vote.

Roll call vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent, 0 vacant. Motion carried.

Exhibit C.4 North Suburban Digital Consortium – OverDrive Contract Renewal

Weber called for a motion to AUTHORIZE THE DIRECTOR TO RENEW FRVPLD'S PARTICIPATION IN THE NORTH SUBURBAN DIGITAL CONSORTIUM USING OVERDRIVE'S LIBBY PRODUCT FOR DIGITAL CONTENT AND HOSTING, AT A COST NOT TO EXCEED \$25,000. Moved by Goyke and seconded by Evans, item opened for discussion. NSDC is a cost-sharing consortium that allows libraries to provide a wide array of digital titles. There was no further discussion; Weber called for a roll call vote.

Roll call vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent, 0 vacant. Motion carried.

There was no Executive Session.

Adjournment

With no further business to discuss, Weber called for a motion to ADJOURN. Moved by Evans and seconded by Finn, Weber called for a roll call vote.

Roll call vote: Evans, Finn, Goyke, Iwinski, Lauer, Wisniewski, Weber – 7 ayes, 0 nays, 0 absent, 0 vacant. Motion carried.

Meeting adjourned at 7:41 PM.

Dan Wisniewski, Secretary

Fox River Valley Public Library District
Check/Voucher Register - AP & Payroll Complete
10100 - BANK ACCOUNTS
From 6/1/2025 Through 6/30/2025

Vendor Name	Check Number	Effective Date	Check Amount
Groot, Inc	14514638T107	6/17/2025	130.82
Accurate Office Supply Co.	45394	6/17/2025	484.74
Ziegler's Ace Hardware	45395	6/17/2025	10.99
Alliance Entertainment	45396	6/17/2025	2,153.82
Angelica Holguin	45397	6/17/2025	150.00
AT&T	45398	6/17/2025	209.40
AT & T Mobility	45399	6/17/2025	112.68
Blackstone Publishing	45400	6/17/2025	209.09
Blooming Color	45401	6/17/2025	218.02
Byron Public Library	45402	6/17/2025	0.00
ComEd	45403	6/17/2025	5,184.50
Demco, Inc.	45404	6/17/2025	905.85
United States Treasury	45405	6/17/2025	86.75
Engberg Anderson, Inc	45406	6/17/2025	2,687.50
Garveys Office Products	45407	6/17/2025	39.96
Ignacio Reyes	45408	6/17/2025	500.00
Illinois Heartland Library System	45409	6/17/2025	25.00
INGRAM Library Services	45412	6/17/2025	12,391.18
KONE, INC	45413	6/17/2025	826.70
Lakeshore Learning Materials, LLC	45414	6/17/2025	2,822.00
Midwest Tape, LLC	45415	6/17/2025	2,187.12
Mobile Room Escape LLC c/o Jason Ga...	45416	6/17/2025	337.50
Nicor Gas	45417	6/17/2025	221.68
PETERS Electric & Technology, Inc.	45418	6/17/2025	991.00
School Outfitters	45419	6/17/2025	358.70
Sebert Landscaping Inc.	45420	6/17/2025	1,275.00
Techsoup	45421	6/17/2025	1,550.00
Vega Building Maintenance	45422	6/17/2025	2,524.51
Village of East Dundee	45423	6/17/2025	60.00
Village of East Dundee	45424	6/17/2025	492.46
Wellness Insurance Network	45425	6/17/2025	19,297.18
Wende Lindmark	45426	6/17/2025	175.00
FE Technologies American Corporation	45427	6/20/2025	59,352.00
OCLC Inc	45428	6/23/2025	586.29
AMAZON	Amazon ACH 06/2...	6/26/2025	4,517.69
Illinois Municipal Retirement	DD06/04/2025-IM...	6/4/2025	25,944.81
Paylocity Payroll	DD06/2025 Paylo...	6/13/2025	999.80
Paylocity Payroll	DD06/2025 Paylo...	6/27/2025	1,225.98
ePay	Epay and INB Fee...	6/1/2025	140.64
Office of the Secretary of State of Illinois	June LP Withdraw...	6/30/2025	6,001.00
Office of the Secretary of State of Illinois	LP Withdrawal Ma...	6/1/2025	1,406.00
Office of the Secretary of State of Illinois	SSLT Fee May In ...	6/1/2025	76.50
Cardmember Service	STMT20250605VI...	6/27/2025	6,233.54
Comcast	STMT202506Com...	6/26/2025	903.66
Comcast	STMT202506DL-C...	6/26/2025	325.67
Comcast	STMT202506RO-C...	6/26/2025	210.90
Total 10100 - BANK ACCOUNTS			166,543.63
Report Total			166,543.63

Fox River Valley Public Library District
Check/Voucher Register - AP & Payroll Complete
10100 - BANK ACCOUNTS
From 7/1/2025 Through 7/31/2025

Vendor Name	Check Number	Effective Date	Check Amount
Groot, Inc	14753771T107	7/1/2025	130.82
Dundee Township Park District	45429	7/16/2025	32,445.00
Accurate Office Supply Co.	45430	7/16/2025	510.61
Ziegler's Ace Hardware	45431	7/16/2025	36.97
Alarm Detection Systems	45432	7/16/2025	223.74
Alliance Entertainment	45433	7/16/2025	135.86
Angelica Holguin	45434	7/16/2025	150.00
AT&T	45435	7/16/2025	209.40
AT & T Mobility	45436	7/16/2025	323.27
Blackstone Publishing	45437	7/16/2025	95.88
Brodart Co.	45438	7/16/2025	268.46
CDS Office Technologies	45439	7/16/2025	673.34
ComEd	45440	7/16/2025	4,975.21
Demco, Inc.	45441	7/16/2025	283.61
Dundee Township Park District	45442	7/16/2025	1,000.00
Engberg Anderson, Inc	45443	7/16/2025	149.50
FE Technologies American Corporation	45444	7/16/2025	1,600.00
Garveys Office Products	45445	7/16/2025	163.18
INGRAM Library Services	45448	7/16/2025	12,546.00
KONE, INC	45449	7/16/2025	361.40
LACONI, INC	45450	7/16/2025	150.00
LIBRARY IDEAS LLC	45451	7/16/2025	9,375.00
LIMRiCC Unemployment Compensatio...	45452	7/16/2025	1,613.65
Midwest Tape, LLC	45453	7/16/2025	11,482.76
Mobile Beacon	45454	7/16/2025	4,170.00
NewsBank Inc.	45455	7/16/2025	6,376.00
Nicor Gas	45456	7/16/2025	143.22
Park Ridge Library	45457	7/16/2025	20,250.00
Polonia Bookstore	45458	7/16/2025	878.27
RAILS	45459	7/16/2025	2,725.66
Peregrine, Stime, Newman, Ritzman &...	45460	7/16/2025	900.00
Sebert Landscaping Inc.	45461	7/16/2025	584.00
Team One Repair, Inc.	45462	7/16/2025	450.00
Tonies US, Inc	45463	7/16/2025	480.00
W.T. Cox Subscriptions, Inc.	45464	7/16/2025	4,625.75
Wellness Insurance Network	45465	7/16/2025	19,297.18
Wende Lindmark	45466	7/16/2025	175.00
World Book, Inc.	45467	7/16/2025	2,346.34
RAILS	45468	7/16/2025	5,268.00
AMAZON	Amazon ACH 07/2...	7/28/2025	4,584.12
Illinois Municipal Retirement	DD07/09/2025-IM...	7/9/2025	18,350.24
Paylocity Payroll	DD07/2025 Paylo...	7/11/2025	293.32
Paylocity Payroll	DD07/2025 Paylo...	7/25/2025	962.70
ePay	Epap and INB Fee...	7/1/2025	146.81
Office of the Secretary of State of Illinois	July LP Withdrawa...	7/31/2025	6,133.00
Office of the Secretary of State of Illinois	LP Withdrawal Ju...	7/1/2025	4,396.00
Office of the Secretary of State of Illinois	SSLT Fee Jun In Jul	7/1/2025	105.00
Cardmember Service	STMT20250707VI...	7/28/2025	7,923.46
Comcast	STMT202507Com...	7/28/2025	902.96
Comcast	STMT202507DL-C...	7/25/2025	340.51
Comcast	STMT202507RO-C...	7/25/2025	225.74
Total 10100 - BANK ACCOUNTS			191,936.94

Fox River Valley Public Library District
Check/Voucher Register - AP & Payroll Complete
10100 - BANK ACCOUNTS
From 7/1/2025 Through 7/31/2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Effective Date</u>	<u>Check Amount</u>
Report Total			191,936.94
			<u><u> </u></u>

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2425 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
43010	TAX LEVY	0.00	4,230,447.65	100.01%	4,230,000.00	(447.65)	(0.01)%
43020	PPRT	0.00	70,367.30	82.78%	85,000.00	14,632.70	17.21%
43030	TAX INCREMENT FINANCING (TIF) REVENUE	0.00	29,422.62	588.45%	5,000.00	(24,422.62)	(488.45)%
43500	IMPACT FEES	0.00	9,613.18	320.43%	3,000.00	(6,613.18)	(220.43)%
44010	INT & DIV INCOME	17,366.54	236,771.48	189.41%	125,000.00	(111,771.48)	(89.41)%
44011	MARKET VALUE ADJUSTMENT	1,545.88	2,487.43	497.48%	500.00	(1,987.43)	(397.48)%
45010	PER CAPITA GRANT	0.00	106,222.05	101.16%	105,000.00	(1,222.05)	(1.16)%
45020	OTHER GRANTS	0.00	6,243.88	62.43%	10,000.00	3,756.12	37.56%
46030	LOST & DAMAGED	539.27	6,198.38	177.09%	3,500.00	(2,698.38)	(77.09)%
46200	PRINT/COPY REVENUE	610.20	7,927.19	132.11%	6,000.00	(1,927.19)	(32.11)%
46250	LICENSE PLATE RENEWAL INCOME	10,939.50	80,535.25	123.90%	65,000.00	(15,535.25)	(23.90)%
46400	MISCELLANEOUS INCOME	0.00	2.00	0.40%	500.00	498.00	99.60%
46500	CASH OVER	0.00	6.02	6.02%	100.00	93.98	93.98%
46600	RETIRED EMPLOYEE REIMBURSEMENTS	102.00	1,160.00	96.66%	1,200.00	40.00	3.33%
49010	MONETARY GIFT	0.00	2,020.00	20.20%	10,000.00	7,980.00	79.80%
1	Dundee Library						
00	DEPARTMENT-WIDE						
46110	MEETING RM RENTAL	0.00	60.00	40.00%	150.00	90.00	60.00%
46300	TAXABLE SALES (USB, DVD, EARBUDS)	44.00	376.44	125.48%	300.00	(76.44)	(25.48)%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
46300	TAXABLE SALES (USB, DVD, EARBUDS)	0.00	3.25	0.00%	0.00	(3.25)	0.00%
	Total REVENUES	31,147.39	4,789,864.12	103.00%	4,650,250.00	(139,614.12)	(3.00)%
	Total Revenues	31,147.39	4,789,864.12	103.00%	4,650,250.00	(139,614.12)	(3.00)%
	Expenditures						
01	TRANSFERS BETWEEN FUNDS						
0	District Wide						

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2425 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
00	DEPARTMENT-WIDE						
70000	TRANSFER OUT	750,000.00	750,000.00	340.90%	220,000.00	(530,000.00)	(240.90)%
	Total TRANSFERS BETWEEN FUNDS	750,000.00	750,000.00	340.91%	220,000.00	(530,000.00)	(240.91)%
15	PERSONNEL SERVICES/BENEFITS						
0	District Wide						
00	DEPARTMENT-WIDE						
52120	EMPLOYEE INSURANCES	17,234.66	196,622.32	78.64%	250,000.00	53,377.68	21.35%
52121	IMRF	10,678.84	137,768.28	87.75%	157,000.00	19,231.72	12.24%
52122	REIMBURSED INS	102.00	1,160.00	96.66%	1,200.00	40.00	3.33%
52160	TUITION REIMB	0.00	0.00	0.00%	8,000.00	8,000.00	100.00%
52212	FICA/MEDICARE/SS-R	12,872.85	166,243.96	85.25%	195,000.00	28,756.04	14.74%
05	ADMINISTRATION						
52100	SALARIES	28,377.29	326,334.10	64.76%	503,884.50	177,550.40	35.23%
40	PUBLIC RELATIONS						
52100	SALARIES	12,853.95	143,624.68	82.63%	173,796.00	30,171.32	17.36%
50	IT / NETWORK						
52100	SALARIES	10,889.78	130,859.04	99.49%	131,521.95	662.91	0.50%
60	PATS						
52100	SALARIES	9,645.26	124,481.58	84.22%	147,795.60	23,314.02	15.77%
90	FACILITIES						
52100	SALARIES	9,656.27	116,902.77	95.70%	122,151.75	5,248.98	4.29%
1	Dundee Library						
10	ADULT & TEEN SERVICES						
52100	SALARIES	38,931.37	467,052.86	96.43%	484,299.19	17,246.33	3.56%
20	YOUTH SERVICES						
52100	SALARIES	27,568.96	321,724.79	93.06%	345,704.52	23,979.73	6.93%
70	ACCOUNT SERVICES						
52100	SALARIES	27,462.90	333,877.68	98.53%	338,832.78	4,955.10	1.46%
2	Randall Oaks						
80	RANDALL OAKS						
52100	SALARIES	19,495.78	236,746.00	98.13%	241,244.85	4,498.85	1.86%
	Total PERSONNEL SERVICES/BENEFITS	225,769.91	2,703,398.06	87.19%	3,100,431.14	397,033.08	12.81%
20	LIBRARY MATERIALS						
0	District Wide						
00	DEPARTMENT-WIDE						
60900	MATERIALS SUPPLIES	461.90	6,079.50	60.79%	10,000.00	3,920.50	39.20%
61500	DATABASES	0.00	40,398.69	93.03%	43,422.00	3,023.31	6.96%

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10 - GENERAL/CORPORATE
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining	
	61510	EBOOKS	2,155.30	35,078.81	69.12%	50,750.00	15,671.19	30.87%
	61520	DOWNLOADABLE MEDIA	3,122.27	46,517.49	85.23%	54,575.00	8,057.51	14.76%
	61540	HOTSPOTS	1,200.00	9,720.00	96.42%	10,080.00	360.00	3.57%
	64100	PROC FEES BOOKS	565.29	4,749.99	86.36%	5,500.00	750.01	13.63%
	64200	PROC FEES AV	266.19	5,402.71	77.18%	7,000.00	1,597.29	22.81%
	64500	ONLINE ORDERING FEE	0.00	693.52	91.85%	755.00	61.48	8.14%
05		ADMINISTRATION						
	61120	BOOKS NF	0.00	0.00	0.00%	500.00	500.00	100.00%
	61200	PERIODICALS	0.00	624.00	100.00%	624.00	0.00	0.00%
1		Dundee Library						
00		DEPARTMENT-WIDE						
	61200	PERIODICALS	0.00	2,584.22	66.29%	3,898.00	1,313.78	33.70%
10		ADULT & TEEN SERVICES						
	61110	BOOKS FICTION	3,088.67	31,286.05	99.32%	31,500.04	213.99	0.67%
	61111	BOOKS LARGE TYPE	97.83	4,818.95	102.53%	4,700.00	(118.95)	(2.53)%
	61120	BOOKS NF	687.89	8,112.38	67.60%	12,000.00	3,887.62	32.39%
	61130	WORLD LANGUAGES	134.05	2,139.74	61.13%	3,500.00	1,360.26	38.86%
	61140	GRAPHIC NOVELS	354.07	3,737.13	93.42%	4,000.00	262.87	6.57%
	61330	AUDIOBOOKS	953.16	5,722.55	81.75%	7,000.00	1,277.45	18.24%
	61350	MUSIC	245.52	2,185.96	72.86%	3,000.00	814.04	27.13%
	61400	DVD	422.82	13,536.93	101.78%	13,300.00	(236.93)	(1.78)%
	61600	VIDEOGAMES	1,097.27	9,193.94	72.96%	12,600.00	3,406.06	27.03%
	61700	NONTRADITIONAL MATERIALS	983.38	3,024.25	86.40%	3,500.00	475.75	13.59%
15		TEEN						
	61100	BOOKS	615.64	6,949.44	86.86%	8,000.00	1,050.56	13.13%
	61130	WORLD LANGUAGES	311.74	2,107.28	100.34%	2,100.00	(7.28)	(0.34)%
	61330	AUDIOBOOKS	245.16	499.12	99.82%	500.00	0.88	0.17%
20		YOUTH SERVICES						
	61100	BOOKS	4,224.00	29,757.67	74.39%	39,999.96	10,242.29	25.60%
	61130	WORLD LANGUAGES	633.00	3,898.05	51.97%	7,500.04	3,601.99	48.02%
	61330	AUDIOBOOKS	0.00	1,491.64	99.44%	1,500.00	8.36	0.55%
	61400	DVD	227.92	3,060.25	100.33%	3,050.00	(10.25)	(0.33)%
	61600	VIDEOGAMES	50.49	1,808.79	46.98%	3,850.00	2,041.21	53.01%
	61700	NONTRADITIONAL MATERIALS	705.51	3,133.10	89.51%	3,500.04	366.94	10.48%
2		Randall Oaks						
00		DEPARTMENT-WIDE						
	61200	PERIODICALS	0.00	1,170.36	86.62%	1,351.00	180.64	13.37%
10		ADULT & TEEN SERVICES						

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From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining	
	61110	BOOKS FICTION	699.00	10,064.30	98.18%	10,250.00	185.70	1.81%
	61120	BOOKS NF	49.20	2,797.70	96.47%	2,900.00	102.30	3.52%
	61400	DVD	210.65	4,868.75	101.43%	4,800.00	(68.75)	(1.43)%
	61600	VIDEOGAMES	426.25	3,145.68	64.19%	4,900.00	1,754.32	35.80%
15		TEEN						
	61100	BOOKS	490.40	2,419.05	96.76%	2,500.00	80.95	3.23%
20		YOUTH SERVICES						
	61100	BOOKS	1,474.39	11,311.47	80.79%	14,000.04	2,688.57	19.20%
	61130	WORLD LANGUAGES	933.53	974.77	64.98%	1,500.00	525.23	35.01%
	61400	DVD	146.95	1,643.31	99.59%	1,650.00	6.69	0.40%
	61600	VIDEOGAMES	0.00	1,325.88	53.03%	2,500.00	1,174.12	46.96%
	61700	NONTRADITIONAL MATERIALS	282.45	521.45	69.52%	750.00	228.55	30.47%
		Total LIBRARY MATERIALS	27,561.89	328,554.87	82.28%	399,305.12	70,750.25	17.72%
51		LIBRARY OPERATIONS						
0		District Wide						
00		DEPARTMENT-WIDE						
	52123	WORKERS COMP	0.00	4,154.00	51.92%	8,000.00	3,846.00	48.07%
	52124	UNEMPLOYMENT INS	0.00	5,020.65	50.20%	10,000.00	4,979.35	49.79%
	52130	STAFF DEVELOPMENT	0.00	4,064.60	101.61%	4,000.00	(64.60)	(1.61)%
	52170	ALLSTAFF SPEAKER	0.00	0.00	0.00%	3,000.00	3,000.00	100.00%
	70800	POSTAGE	403.15	2,777.13	79.34%	3,500.00	722.87	20.65%
	70900	SUPPLIES	1,047.87	7,631.73	58.70%	13,000.00	5,368.27	41.29%
	73215	COPIER/PRINT EXPENSE	673.34	7,258.80	82.48%	8,800.00	1,541.20	17.51%
	73225	PUBLIC LIABILITY INS	0.00	45,808.91	81.80%	56,000.00	10,191.09	18.19%
	73240	BOARD EXPENSES	0.00	475.00	95.00%	500.00	25.00	5.00%
	73241	LEGAL NOTICES FEES	0.00	1,269.60	63.48%	2,000.00	730.40	36.52%
	73242	MEMBERSHIPS	0.00	2,771.00	79.17%	3,500.00	729.00	20.82%
	73245	BACKGROUND CHECK FEES	0.00	39.00	39.00%	100.00	61.00	61.00%
	73250	BANK CHARGES	146.81	1,696.71	113.11%	1,500.00	(196.71)	(13.11)%
	73255	INVESTMENT FEES	585.73	6,340.27	79.25%	8,000.00	1,659.73	20.74%
	73260	LOST & PAID FORWARDING	0.00	66.85	13.37%	500.00	433.15	86.63%
	73280	COST OF ITEMS SOLD	0.00	114.29	38.09%	300.00	185.71	61.90%
	73281	TAX EXPENSE	86.75	172.74	172.74%	100.00	(72.74)	(72.74)%
	73282	LICENSE PLATE SEC OF STATE REIMBURSEMENT	10,397.00	76,513.00	119.55%	64,000.00	(12,513.00)	(19.55)%
	73283	LICENSE PLATE S&SLT FEES	105.00	778.50	111.21%	700.00	(78.50)	(11.21)%

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10 - GENERAL/CORPORATE
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		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
73290	DIGITAL	32.96	155.07	31.01%	500.00	344.93	68.98%
76400	MISC EXPENSE	40.98	290.98	58.19%	500.00	209.02	41.80%
76500	CASH UNDER	0.00	6.64	2.65%	250.00	243.36	97.34%
79010	MONETARY GIFT EXPENDITURES	0.00	446.97	4.46%	10,000.00	9,553.03	95.53%
79990	CONTINGENT EXPENSES	0.00	4,842.08	109.57%	4,418.86	(423.22)	(9.57)%
05	ADMINISTRATION						
52140	PROFESSIONAL EDUCATION	0.00	609.16	8.70%	7,000.00	6,390.84	91.29%
73242	MEMBERSHIPS	160.00	1,269.00	28.20%	4,500.00	3,231.00	71.80%
10	ADULT & TEEN SERVICES						
52140	PROFESSIONAL EDUCATION	1,758.42	4,574.38	91.48%	5,000.00	425.62	8.51%
70900	SUPPLIES	218.75	1,364.31	68.21%	2,000.00	635.69	31.78%
73242	MEMBERSHIPS	0.00	822.00	82.36%	998.00	176.00	17.63%
20	YOUTH SERVICES						
52140	PROFESSIONAL EDUCATION	0.00	4,860.85	88.37%	5,500.00	639.15	11.62%
73242	MEMBERSHIPS	0.00	395.00	87.77%	450.00	55.00	12.22%
30	PUBLIC SERVICE						
70900	SUPPLIES	292.08	2,921.91	66.03%	4,425.00	1,503.09	33.96%
40	PUBLIC RELATIONS						
52140	PROFESSIONAL EDUCATION	0.00	235.00	15.66%	1,500.00	1,265.00	84.33%
73242	MEMBERSHIPS	0.00	168.00	84.00%	200.00	32.00	16.00%
50	IT / NETWORK						
52140	PROFESSIONAL EDUCATION	0.00	2,426.79	66.48%	3,650.00	1,223.21	33.51%
60	PATS						
73242	MEMBERSHIPS	0.00	150.00	100.00%	150.00	0.00	0.00%
70	ACCOUNT SERVICES						
52140	PROFESSIONAL EDUCATION	0.00	827.07	75.18%	1,100.00	272.93	24.81%
73242	MEMBERSHIPS	0.00	0.00	0.00%	200.00	200.00	100.00%
80	RANDALL OAKS						
52140	PROFESSIONAL EDUCATION	0.00	358.64	0.00%	0.00	(358.64)	0.00%
73242	MEMBERSHIPS	0.00	0.00	0.00%	296.00	296.00	100.00%
90	FACILITIES						
70900	SUPPLIES	635.17	6,762.80	52.02%	13,000.00	6,237.20	47.97%

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10 - GENERAL/CORPORATE
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		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
1	Dundee Library						
00	DEPARTMENT-WIDE						
73520	PLANT OPERATION	1,989.22	8,396.38	78.10%	10,750.00	2,353.62	21.89%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
73505	RENT EXPENSE	5,407.50	64,890.00	99.83%	65,000.00	110.00	0.16%
	Total LIBRARY OPERATIONS	23,980.73	273,725.81	83.23%	328,887.86	55,162.05	16.77%
52	PUBLIC RELATIONS						
0	District Wide						
00	DEPARTMENT-WIDE						
70900	SUPPLIES	900.84	7,773.21	77.73%	10,000.00	2,226.79	22.26%
73010	NEWSLETTER	0.00	39,732.89	99.33%	40,000.00	267.11	0.66%
73020	OUTSIDE PRINTING	0.00	1,509.95	100.66%	1,500.00	(9.95)	(0.66)%
73290	DIGITAL	0.00	152.05	76.02%	200.00	47.95	23.97%
	Total PUBLIC RELATIONS	900.84	49,168.10	95.10%	51,700.00	2,531.90	4.90%
53	GENERAL PROGRAMMING						
0	District Wide						
00	DEPARTMENT-WIDE						
70900	SUPPLIES	0.00	71.48	3.57%	2,000.00	1,928.52	96.42%
73150	PERFORMERS	0.00	0.00	0.00%	2,000.00	2,000.00	100.00%
73151	SUMMER READING	1,487.05	16,737.66	92.98%	18,000.00	1,262.34	7.01%
73152	WINTER READING	0.00	3,442.88	98.36%	3,500.00	57.12	1.63%
73153	MISC READING CHALLENGES	0.00	1,192.67	99.38%	1,200.00	7.33	0.61%
73155	LICENSING	0.00	1,445.00	87.57%	1,650.00	205.00	12.42%
1	Dundee Library						
10	ADULT & TEEN SERVICES						
70900	SUPPLIES	190.74	6,063.45	99.40%	6,100.00	36.55	0.59%
73150	PERFORMERS	475.00	3,992.50	99.81%	4,000.00	7.50	0.18%
15	TEEN						
70900	SUPPLIES	253.68	1,962.87	98.14%	2,000.00	37.13	1.85%
20	YOUTH SERVICES						
70900	SUPPLIES	2,414.65	12,297.08	87.83%	14,000.04	1,702.96	12.16%
73150	PERFORMERS	50.00	2,060.00	51.50%	4,000.00	1,940.00	48.50%
2	Randall Oaks						
80	RANDALL OAKS						
70900	SUPPLIES	76.96	3,998.69	99.96%	4,000.00	1.31	0.03%
	Total GENERAL PROGRAMMING	4,948.08	53,264.28	85.29%	62,450.04	9,185.76	14.71%

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		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
54	COMPUTER						
0	District Wide						
00	DEPARTMENT-WIDE						
70900	SUPPLIES	3,593.73	4,803.97	61.90%	7,760.00	2,956.03	38.09%
73320	CCS SHARED COST	0.00	55,749.52	94.49%	59,000.00	3,250.48	5.50%
73330	OCLC - CATALOG SERVICES	0.00	0.00	0.00%	10,000.00	10,000.00	100.00%
73340	SOFTWARE	326.36	28,599.42	96.94%	29,501.00	901.58	3.05%
1	Dundee Library						
00	DEPARTMENT-WIDE						
73350	INTERNET LINES	460.07	5,652.45	80.51%	7,020.00	1,367.55	19.48%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
73350	INTERNET LINES	210.90	2,695.05	95.56%	2,820.00	124.95	4.43%
	Total COMPUTER	4,591.06	97,500.41	83.98%	116,101.00	18,600.59	16.02%
55	PROFESSIONAL FEES						
0	District Wide						
00	DEPARTMENT-WIDE						
73246	PAYROLL SERVICE	2,225.78	14,751.66	98.34%	15,000.00	248.34	1.65%
73410	LEGAL FEES	0.00	8,917.50	89.17%	10,000.00	1,082.50	10.82%
73420	AUDIT EXPENSE	460.00	9,640.00	96.40%	10,000.00	360.00	3.60%
73430	OTHER PROF FEES	0.00	15,682.00	78.41%	20,000.00	4,318.00	21.59%
	Total PROFESSIONAL FEES	2,685.78	48,991.16	89.07%	55,000.00	6,008.84	10.93%
58	TRANSPORTATION						
0	District Wide						
00	DEPARTMENT-WIDE						
73230	TRANSPORTATION REIMBURSEMENT	30.10	1,593.29	39.83%	4,000.00	2,406.71	60.16%
	Total TRANSPORTATION	30.10	1,593.29	39.83%	4,000.00	2,406.71	60.17%
61	MAINTENANCE						
0	District Wide						
00	DEPARTMENT-WIDE						
73301	COMPUTER MAINT	0.00	4,785.25	49.97%	9,575.00	4,789.75	50.02%
73310	CATALOGING - COMPUTER SERVICE	0.00	9,286.40	92.86%	10,000.00	713.60	7.13%
73530	EQUIPMENT MAINT	0.00	520.00	63.41%	820.00	300.00	36.58%
73640	FUEL	106.13	1,369.29	68.46%	2,000.00	630.71	31.53%
79990	CONTINGENT EXPENSES	0.00	0.00	0.00%	5,000.00	5,000.00	100.00%
1	Dundee Library						
00	DEPARTMENT-WIDE						

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	73301	COMPUTER MAINT	0.00	6,216.50	77.75%	7,995.00	1,778.50	22.24%
	73500	BUILDING REPAIRS AND MAINTENANCE	1,485.25	29,630.61	90.61%	32,700.00	3,069.39	9.38%
	73530	EQUIPMENT MAINT	0.00	718.70	42.27%	1,700.00	981.30	57.72%
	73540	CONTRACTS: BUILDING MAINTENANCE	2,843.38	63,548.75	70.06%	90,701.00	27,152.25	29.93%
2		Randall Oaks						
	00	DEPARTMENT-WIDE						
	73301	COMPUTER MAINT	0.00	1,182.50	97.32%	1,215.00	32.50	2.67%
	73540	CONTRACTS: BUILDING MAINTENANCE	757.35	8,902.21	104.73%	8,500.00	(402.21)	(4.73)%
		Total MAINTENANCE	5,192.11	126,160.21	74.12%	170,206.00	44,045.79	25.88%
65		UTILITIES						
	0	District Wide						
	00	DEPARTMENT-WIDE						
	73200	TELEPHONE & FAX	112.68	1,506.65	92.43%	1,630.00	123.35	7.56%
1		Dundee Library						
	00	DEPARTMENT-WIDE						
	73200	TELEPHONE & FAX	879.20	10,609.46	96.10%	11,040.00	430.54	3.89%
	73610	ELECTRICITY	4,975.21	51,389.15	109.33%	47,000.00	(4,389.15)	(9.33)%
	73620	WATER AND SEWER	492.46	3,718.29	92.95%	4,000.00	281.71	7.04%
	73630	GAS	221.68	3,930.68	65.51%	6,000.00	2,069.32	34.48%
2		Randall Oaks						
	00	DEPARTMENT-WIDE						
	73200	TELEPHONE & FAX	99.46	1,173.51	93.13%	1,260.00	86.49	6.86%
		Total UTILITIES	6,780.69	72,327.74	101.97%	70,930.00	(1,397.74)	(1.97)%
70		CAPITAL EXPENSE						
	0	District Wide						
	00	DEPARTMENT-WIDE						
	73215	COPIER/PRINT EXPENSE	0.00	6,890.00	95.03%	7,250.00	360.00	4.96%
	73270	FURNITURE & EQUIP	1,472.91	5,746.63	31.92%	18,000.00	12,253.37	68.07%
	73300	COMPUTER EQUIPMENT	279.98	8,587.60	27.74%	30,950.00	22,362.40	72.25%
1		Dundee Library						
	10	ADULT & TEEN SERVICES						
	73270	FURNITURE & EQUIP	49.99	5,011.51	100.23%	5,000.00	(11.51)	(0.23)%
	20	YOUTH SERVICES						
	73270	FURNITURE & EQUIP	912.88	6,212.92	88.75%	6,999.96	787.04	11.24%
2		Randall Oaks						
	80	RANDALL OAKS						
	73270	FURNITURE & EQUIP	0.00	3,625.52	119.29%	3,039.00	(586.52)	(19.29)%

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	Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
Total CAPITAL EXPENSE	<u>2,715.76</u>	<u>36,074.18</u>	<u>50.64%</u>	<u>71,238.96</u>	<u>35,164.78</u>	<u>49.36%</u>
Total Expenditures	<u>1,055,156.95</u>	<u>4,540,758.11</u>	<u>97.65%</u>	<u>4,650,250.12</u>	<u>109,492.01</u>	<u>2.35%</u>
Net Increase(Decrease) in Fund Balance	<u>(1,024,009.56)</u>	<u>249,106.01</u>	<u>(207,588,337.50)%</u>	<u>(0.12)</u>	<u>(249,106.13)</u>	<u>207,588,437.50%</u>

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2425 MonFin - Unposted Transactions Included In Report
70 - CAPITAL PROJECTS/SPECIAL RESERVE
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
44010	INT & DIV INCOME	20,266.85	198,226.06	198.22%	100,000.00	(98,226.06)	(98.22)%
44011	MARKET VALUE ADJUSTMENT	5,152.67	8,255.78	1,651.15%	500.00	(7,755.78)	(1,551.15)%
45020	OTHER GRANTS	0.00	0.00	0.00%	10,000.00	10,000.00	100.00%
	Total REVENUES	25,419.52	206,481.84	186.86%	110,500.00	(95,981.84)	(86.86)%
01	TRANSFERS BETWEEN FUNDS						
0	District Wide						
00	DEPARTMENT-WIDE						
40000	TRANSFER IN	750,000.00	750,000.00	340.90%	220,000.00	(530,000.00)	(240.90)%
	Total TRANSFERS BETWEEN FUNDS	750,000.00	750,000.00	340.91%	220,000.00	(530,000.00)	(240.91)%
	Total Revenues	775,419.52	956,481.84	289.40%	330,500.00	(625,981.84)	(189.40)%
	Expenditures						
54	COMPUTER						
0	District Wide						
00	DEPARTMENT-WIDE						
73300	COMPUTER EQUIPMENT	59,352.00	76,454.19	48.08%	159,000.00	82,545.81	51.91%
73340	SOFTWARE	586.29	586.29	2.09%	28,000.00	27,413.71	97.90%
	Total COMPUTER	59,938.29	77,040.48	41.20%	187,000.00	109,959.52	58.80%
61	MAINTENANCE						
1	Dundee Library						
00	DEPARTMENT-WIDE						
73500	BUILDING REPAIRS AND MAINTENANCE	0.00	18,619.92	1.91%	970,000.00	951,380.08	98.08%
	Total MAINTENANCE	0.00	18,619.92	1.92%	970,000.00	951,380.08	98.08%
70	CAPITAL EXPENSE						
0	District Wide						
00	DEPARTMENT-WIDE						
73430	OTHER PROF FEES	2,687.50	27,929.70	18.61%	150,000.00	122,070.30	81.38%
73500	BUILDING REPAIRS AND MAINTENANCE	0.00	0.00	0.00%	2,510,000.00	2,510,000.00	100.00%
	Total CAPITAL EXPENSE	2,687.50	27,929.70	1.05%	2,660,000.00	2,632,070.30	98.95%
	Total Expenditures	62,625.79	123,590.10	3.24%	3,817,000.00	3,693,409.90	96.76%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2425 MonFin - Unposted Transactions Included In Report
70 - CAPITAL PROJECTS/SPECIAL RESERVE
From 6/1/2025 Through 6/30/2025

	Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
Net Increase(Decrease) in Fund Balance	<u><u>712,793.73</u></u>	<u><u>832,891.74</u></u>	<u><u>(23.88)%</u></u>	<u><u>(3,486,500.00)</u></u>	<u><u>(4,319,391.74)</u></u>	<u><u>123.88%</u></u>

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2425 MonFin - Unposted Transactions Included In Report
80 - WORKING CASH
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
44010	INT & DIV INCOME	1,118.51	8,367.31	167.34%	5,000.00	(3,367.31)	(67.34)%
44011	MARKET VALUE ADJUSTMENT	524.98	841.14	168.22%	500.00	(341.14)	(68.22)%
	Total REVENUES	<u>1,643.49</u>	<u>9,208.45</u>	<u>167.43%</u>	<u>5,500.00</u>	<u>(3,708.45)</u>	<u>(67.43)%</u>
	Total Revenues	<u>1,643.49</u>	<u>9,208.45</u>	<u>167.43%</u>	<u>5,500.00</u>	<u>(3,708.45)</u>	<u>(67.43)%</u>
	Net Increase(Decrease) in Fund Balance	<u>1,643.49</u>	<u>9,208.45</u>	<u>167.42%</u>	<u>5,500.00</u>	<u>(3,708.45)</u>	<u>(67.42)%</u>

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2425 MonFin - Unposted Transactions Included In Report
90 - DONATION / GIFT
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 Percent Remaining
	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
44010	INT & DIV INCOME	1,840.77	13,770.43	137.70%	10,000.00	(3,770.43)	(37.70)%
44011	MARKET VALUE ADJUSTMENT	863.98	1,384.30	276.86%	500.00	(884.30)	(176.86)%
	Total REVENUES	<u>2,704.75</u>	<u>15,154.73</u>	<u>144.33%</u>	<u>10,500.00</u>	<u>(4,654.73)</u>	<u>(44.33)%</u>
	Total Revenues	<u>2,704.75</u>	<u>15,154.73</u>	<u>144.33%</u>	<u>10,500.00</u>	<u>(4,654.73)</u>	<u>(44.33)%</u>
	Net Increase(Decrease) in Fund Balance	<u>2,704.75</u>	<u>15,154.73</u>	<u>144.33%</u>	<u>10,500.00</u>	<u>(4,654.73)</u>	<u>(44.33)%</u>

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
00	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
43010	TAX LEVY	4,461,964.66	4,461,964.66	100.00%	4,461,964.66	0.00	0.00%
43020	PPRT	0.00	0.00	0.00%	65,000.00	65,000.00	100.00%
43030	TAX INCREMENT FINANCING (TIF) REVENUE	0.00	0.00	0.00%	25,000.00	25,000.00	100.00%
43500	IMPACT FEES	2,785.10	2,785.10	92.83%	3,000.00	214.90	7.16%
44010	INT & DIV INCOME	17,827.09	17,827.09	13.71%	130,000.00	112,172.91	86.28%
44011	MARKET VALUE ADJUSTMENT	(1,414.68)	(1,414.68)	(282.93)%	500.00	1,914.68	382.93%
45010	PER CAPITA GRANT	0.00	0.00	0.00%	106,000.00	106,000.00	100.00%
45020	OTHER GRANTS	0.00	0.00	0.00%	10,000.00	10,000.00	100.00%
46030	LOST & DAMAGED	345.67	345.67	8.64%	4,000.00	3,654.33	91.35%
46200	PRINT/COPY REVENUE	655.50	655.50	10.92%	6,000.00	5,344.50	89.07%
46250	LICENSE PLATE RENEWAL INCOME	8,050.50	8,050.50	12.38%	65,000.00	56,949.50	87.61%
46400	MISCELLANEOUS INCOME	0.00	0.00	0.00%	500.00	500.00	100.00%
46500	CASH OVER	0.20	0.20	0.20%	100.00	99.80	99.80%
46600	RETIRED EMPLOYEE REIMBURSEMENTS	102.00	102.00	8.32%	1,225.00	1,123.00	91.67%
49010	MONETARY GIFT	0.00	0.00	0.00%	5,000.00	5,000.00	100.00%
1	Dundee Library						
00	DEPARTMENT-WIDE						
46110	MEETING RM RENTAL	0.00	0.00	0.00%	150.00	150.00	100.00%
46300	TAXABLE SALES (USB, DVD, EARBUDS)	161.57	161.57	53.85%	300.00	138.43	46.14%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
46300	TAXABLE SALES (USB, DVD, EARBUDS)	1.50	1.50	0.00%	0.00	(1.50)	0.00%
	Total REVENUES	<u>4,490,479.11</u>	<u>4,490,479.11</u>	<u>91.95%</u>	<u>4,883,739.66</u>	<u>393,260.55</u>	<u>8.05%</u>
	Total Revenues	<u>4,490,479.11</u>	<u>4,490,479.11</u>	<u>91.95%</u>	<u>4,883,739.66</u>	<u>393,260.55</u>	<u>8.05%</u>
01	Expenditures						
0	TRANSFERS BETWEEN FUNDS						
00	District Wide						
00	DEPARTMENT-WIDE						

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
70000	TRANSFER OUT	0.00	0.00	0.00%	300,000.00	300,000.00	100.00%
	Total TRANSFERS BETWEEN FUNDS	0.00	0.00	0.00%	300,000.00	300,000.00	100.00%
15	PERSONNEL SERVICES/BENEFITS						
0	District Wide						
00	DEPARTMENT-WIDE						
52120	EMPLOYEE INSURANCES	17,273.91	17,273.91	6.46%	267,000.00	249,726.09	93.53%
52121	IMRF	10,541.03	10,541.03	6.58%	160,000.00	149,458.97	93.41%
52122	REIMBURSED INS	102.00	102.00	8.32%	1,225.00	1,123.00	91.67%
52160	TUITION REIMB	0.00	0.00	0.00%	8,000.00	8,000.00	100.00%
52212	FICA/MEDICARE/SS-R	13,099.42	13,099.42	6.71%	195,000.00	181,900.58	93.28%
79990	CONTINGENT EXPENSES	0.00	0.00	0.00%	22,894.80	22,894.80	100.00%
05	ADMINISTRATION						
52100	SALARIES	28,895.92	28,895.92	5.98%	482,470.00	453,574.08	94.01%
40	PUBLIC RELATIONS						
52100	SALARIES	12,767.15	12,767.15	7.91%	161,400.00	148,632.85	92.08%
50	IT / NETWORK						
52100	SALARIES	11,625.11	11,625.11	8.43%	137,900.00	126,274.89	91.56%
60	PATS						
52100	SALARIES	10,301.07	10,301.07	7.43%	138,630.00	128,328.93	92.56%
90	FACILITIES						
52100	SALARIES	10,474.07	10,474.07	8.59%	121,840.00	111,365.93	91.40%
1	Dundee Library						
10	ADULT & TEEN SERVICES						
52100	SALARIES	35,888.02	35,888.02	7.29%	492,260.00	456,371.98	92.70%
20	YOUTH SERVICES						
52100	SALARIES	29,683.10	29,683.10	8.41%	352,825.20	323,142.10	91.58%
70	ACCOUNT SERVICES						
52100	SALARIES	30,532.45	30,532.45	8.41%	362,810.00	332,277.55	91.58%
2	Randall Oaks						
80	RANDALL OAKS						
52100	SALARIES	21,117.93	21,117.93	8.43%	250,270.00	229,152.07	91.56%
	Total PERSONNEL SERVICES/BENEFITS	232,301.18	232,301.18	7.36%	3,154,525.00	2,922,223.82	92.64%
20	LIBRARY MATERIALS						
0	District Wide						
00	DEPARTMENT-WIDE						
60900	MATERIALS SUPPLIES	160.45	160.45	0.80%	20,000.00	19,839.55	99.19%
61500	DATABASES	16,512.34	16,512.34	36.69%	45,004.00	28,491.66	63.30%
61510	EBOOKS	23,807.40	23,807.40	43.09%	55,250.00	31,442.60	56.90%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
61520	DOWNLOADABLE MEDIA	12,692.65	12,692.65	20.61%	61,575.00	48,882.35	79.38%
61540	HOTSPOTS	2,880.00	2,880.00	30.00%	9,600.00	6,720.00	70.00%
64100	PROC FEES BOOKS	417.78	417.78	7.32%	5,700.00	5,282.22	92.67%
64200	PROC FEES AV	205.83	205.83	2.74%	7,500.00	7,294.17	97.25%
64500	ONLINE ORDERING FEE	203.66	203.66	27.78%	733.00	529.34	72.21%
05	ADMINISTRATION						
61120	BOOKS NF	0.00	0.00	0.00%	500.00	500.00	100.00%
61200	PERIODICALS	1,045.94	1,045.94	93.30%	1,121.00	75.06	6.69%
1	Dundee Library						
00	DEPARTMENT-WIDE						
61200	PERIODICALS	422.84	422.84	11.77%	3,590.00	3,167.16	88.22%
10	ADULT & TEEN SERVICES						
61110	BOOKS FICTION	2,227.27	2,227.27	6.96%	32,000.00	29,772.73	93.03%
61111	BOOKS LARGE TYPE	125.96	125.96	3.14%	4,000.00	3,874.04	96.85%
61120	BOOKS NF	580.75	580.75	5.80%	10,000.00	9,419.25	94.19%
61130	WORLD LANGUAGES	1,254.03	1,254.03	31.35%	4,000.00	2,745.97	68.64%
61140	GRAPHIC NOVELS	199.45	199.45	5.69%	3,500.00	3,300.55	94.30%
61330	AUDIOBOOKS	388.83	388.83	7.77%	5,000.00	4,611.17	92.22%
61350	MUSIC	119.92	119.92	4.79%	2,500.00	2,380.08	95.20%
61400	DVD	708.49	708.49	5.66%	12,500.00	11,791.51	94.33%
61600	VIDEOGAMES	92.35	92.35	0.76%	12,000.00	11,907.65	99.23%
61700	NONTRADITIONAL MATERIALS	176.02	176.02	5.02%	3,500.00	3,323.98	94.97%
15	TEEN						
61100	BOOKS	605.05	605.05	7.56%	8,000.00	7,394.95	92.43%
61130	WORLD LANGUAGES	0.00	0.00	0.00%	2,000.00	2,000.00	100.00%
20	YOUTH SERVICES						
61100	BOOKS	3,887.11	3,887.11	9.77%	39,750.00	35,862.89	90.22%
61130	WORLD LANGUAGES	199.93	199.93	3.50%	5,700.00	5,500.07	96.49%
61400	DVD	0.00	0.00	0.00%	2,500.00	2,500.00	100.00%
61600	VIDEOGAMES	0.00	0.00	0.00%	4,000.00	4,000.00	100.00%
61700	NONTRADITIONAL MATERIALS	33.73	33.73	1.03%	3,250.00	3,216.27	98.96%
50	IT / NETWORK						
61700	NONTRADITIONAL MATERIALS	0.00	0.00	0.00%	700.00	700.00	100.00%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
61200	PERIODICALS	3,156.97	3,156.97	181.01%	1,744.00	(1,412.97)	(81.01)%
10	ADULT & TEEN SERVICES						
61110	BOOKS FICTION	769.60	769.60	7.69%	10,000.00	9,230.40	92.30%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
61120	BOOKS NF	54.81	54.81	2.19%	2,500.00	2,445.19	97.80%
61400	DVD	344.12	344.12	6.25%	5,500.00	5,155.88	93.74%
61600	VIDEOGAMES	0.00	0.00	0.00%	4,500.00	4,500.00	100.00%
15	TEEN						
61100	BOOKS	154.21	154.21	5.14%	3,000.00	2,845.79	94.85%
20	YOUTH SERVICES						
61100	BOOKS	1,131.05	1,131.05	8.07%	14,000.00	12,868.95	91.92%
61130	WORLD LANGUAGES	7.46	7.46	0.49%	1,500.00	1,492.54	99.50%
61400	DVD	0.00	0.00	0.00%	1,500.00	1,500.00	100.00%
61600	VIDEOGAMES	0.00	0.00	0.00%	2,000.00	2,000.00	100.00%
61700	NONTRADITIONAL MATERIALS	0.00	0.00	0.00%	650.00	650.00	100.00%
	Total LIBRARY MATERIALS	74,566.00	74,566.00	18.08%	412,367.00	337,801.00	81.92%
51	LIBRARY OPERATIONS						
0	District Wide						
00	DEPARTMENT-WIDE						
52123	WORKERS COMP	0.00	0.00	0.00%	8,000.00	8,000.00	100.00%
52124	UNEMPLOYMENT INS	1,613.65	1,613.65	16.13%	10,000.00	8,386.35	83.86%
52130	STAFF DEVELOPMENT	302.98	302.98	3.02%	10,000.00	9,697.02	96.97%
52170	ALLSTAFF SPEAKER	0.00	0.00	0.00%	3,000.00	3,000.00	100.00%
70800	POSTAGE	20.99	20.99	0.46%	4,500.00	4,479.01	99.53%
70900	SUPPLIES	632.93	632.93	4.86%	13,000.00	12,367.07	95.13%
73215	COPIER/PRINT EXPENSE	565.72	565.72	6.28%	9,000.00	8,434.28	93.71%
73225	PUBLIC LIABILITY INS	22,722.35	22,722.35	42.07%	54,000.00	31,277.65	57.92%
73240	BOARD EXPENSES	0.00	0.00	0.00%	1,000.00	1,000.00	100.00%
73241	LEGAL NOTICES FEES	0.00	0.00	0.00%	3,000.00	3,000.00	100.00%
73242	MEMBERSHIPS	383.75	383.75	10.96%	3,500.00	3,116.25	89.03%
73245	BACKGROUND CHECK FEES	0.00	0.00	0.00%	100.00	100.00	100.00%
73250	BANK CHARGES	165.61	165.61	11.04%	1,500.00	1,334.39	88.95%
73255	INVESTMENT FEES	570.07	570.07	6.33%	9,000.00	8,429.93	93.66%
73260	LOST & PAID FORWARDING	0.00	0.00	0.00%	500.00	500.00	100.00%
73280	COST OF ITEMS SOLD	0.00	0.00	0.00%	300.00	300.00	100.00%
73281	TAX EXPENSE	0.00	0.00	0.00%	150.00	150.00	100.00%
73282	LICENSE PLATE SEC OF STATE REIMBURSEMENT	7,663.00	7,663.00	11.97%	64,000.00	56,337.00	88.02%
73283	LICENSE PLATE S&SLT FEES	75.00	75.00	10.71%	700.00	625.00	89.28%
76400	MISC EXPENSE	0.00	0.00	0.00%	500.00	500.00	100.00%
76500	CASH UNDER	0.00	0.00	0.00%	250.00	250.00	100.00%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
79010	MONETARY GIFT EXPENDITURES	0.00	0.00	0.00%	5,000.00	5,000.00	100.00%
79990	CONTINGENT EXPENSES	522.72	522.72	3.48%	15,000.00	14,477.28	96.51%
05	ADMINISTRATION						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	8,000.00	8,000.00	100.00%
73242	MEMBERSHIPS	250.00	250.00	7.14%	3,500.00	3,250.00	92.85%
10	ADULT & TEEN SERVICES						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	8,642.00	8,642.00	100.00%
70900	SUPPLIES	455.98	455.98	18.99%	2,400.00	1,944.02	81.00%
73242	MEMBERSHIPS	0.00	0.00	0.00%	1,057.00	1,057.00	100.00%
20	YOUTH SERVICES						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	5,120.00	5,120.00	100.00%
73242	MEMBERSHIPS	0.00	0.00	0.00%	400.00	400.00	100.00%
30	PUBLIC SERVICE						
70900	SUPPLIES	313.26	313.26	7.06%	4,435.00	4,121.74	92.93%
40	PUBLIC RELATIONS						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	1,500.00	1,500.00	100.00%
73242	MEMBERSHIPS	0.00	0.00	0.00%	400.00	400.00	100.00%
50	IT / NETWORK						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	2,000.00	2,000.00	100.00%
60	PATS						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	600.00	600.00	100.00%
73242	MEMBERSHIPS	150.00	150.00	93.75%	160.00	10.00	6.25%
70	ACCOUNT SERVICES						
52140	PROFESSIONAL EDUCATION	200.00	200.00	30.76%	650.00	450.00	69.23%
73242	MEMBERSHIPS	0.00	0.00	0.00%	200.00	200.00	100.00%
80	RANDALL OAKS						
52140	PROFESSIONAL EDUCATION	0.00	0.00	0.00%	700.00	700.00	100.00%
73242	MEMBERSHIPS	0.00	0.00	0.00%	200.00	200.00	100.00%
90	FACILITIES						
70900	SUPPLIES	448.44	448.44	4.98%	9,000.00	8,551.56	95.01%
1	Dundee Library						
00	DEPARTMENT-WIDE						

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
73520	PLANT OPERATION	36.97	36.97	0.14%	25,000.00	24,963.03	99.85%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
73505	RENT EXPENSE	5,407.50	5,407.50	8.31%	65,000.00	59,592.50	91.68%
	Total LIBRARY OPERATIONS	42,500.92	42,500.92	11.97%	354,964.00	312,463.08	88.03%
52	PUBLIC RELATIONS						
0	District Wide						
00	DEPARTMENT-WIDE						
70900	SUPPLIES	606.11	606.11	3.86%	15,700.00	15,093.89	96.13%
73010	NEWSLETTER	0.00	0.00	0.00%	41,000.00	41,000.00	100.00%
73020	OUTSIDE PRINTING	0.00	0.00	0.00%	14,350.00	14,350.00	100.00%
73154	150th ANNIVERSARY	0.00	0.00	0.00%	10,000.00	10,000.00	100.00%
73290	DIGITAL	21.68	21.68	0.18%	11,625.00	11,603.32	99.81%
	Total PUBLIC RELATIONS	627.79	627.79	0.68%	92,675.00	92,047.21	99.32%
53	GENERAL PROGRAMMING						
0	District Wide						
00	DEPARTMENT-WIDE						
70900	SUPPLIES	0.00	0.00	0.00%	1,000.00	1,000.00	100.00%
73150	PERFORMERS	0.00	0.00	0.00%	2,000.00	2,000.00	100.00%
73151	SUMMER READING	1,003.02	1,003.02	5.57%	18,000.00	16,996.98	94.42%
73152	WINTER READING	0.00	0.00	0.00%	3,500.00	3,500.00	100.00%
73153	MISC READING CHALLENGES	0.00	0.00	0.00%	1,600.00	1,600.00	100.00%
73155	LICENSING	0.00	0.00	0.00%	1,650.00	1,650.00	100.00%
1	Dundee Library						
10	ADULT & TEEN SERVICES						
70900	SUPPLIES	87.95	87.95	1.35%	6,500.00	6,412.05	98.64%
73150	PERFORMERS	632.50	632.50	10.54%	6,000.00	5,367.50	89.45%
15	TEEN						
70900	SUPPLIES	24.34	24.34	1.21%	2,000.00	1,975.66	98.78%
20	YOUTH SERVICES						
70900	SUPPLIES	742.30	742.30	5.30%	14,000.00	13,257.70	94.69%
73150	PERFORMERS	0.00	0.00	0.00%	3,200.00	3,200.00	100.00%
2	Randall Oaks						
80	RANDALL OAKS						
70900	SUPPLIES	531.04	531.04	13.27%	4,000.00	3,468.96	86.72%
	Total GENERAL PROGRAMMING	3,021.15	3,021.15	4.76%	63,450.00	60,428.85	95.24%
54	COMPUTER						
0	District Wide						

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
00	DEPARTMENT-WIDE						
70900	SUPPLIES	0.00	0.00	0.00%	9,360.00	9,360.00	100.00%
73320	CCS SHARED COST	0.00	0.00	0.00%	59,000.00	59,000.00	100.00%
73330	OCLC - CATALOG SERVICES	0.00	0.00	0.00%	12,000.00	12,000.00	100.00%
73340	SOFTWARE	321.81	321.81	0.57%	55,948.20	55,626.39	99.42%
1	Dundee Library						
00	DEPARTMENT-WIDE						
73350	INTERNET LINES	474.91	474.91	6.76%	7,020.00	6,545.09	93.23%
2	Randall Oaks						
00	DEPARTMENT-WIDE						
73350	INTERNET LINES	225.74	225.74	7.83%	2,880.00	2,654.26	92.16%
	Total COMPUTER	1,022.46	1,022.46	0.70%	146,208.20	145,185.74	99.30%
55	PROFESSIONAL FEES						
0	District Wide						
00	DEPARTMENT-WIDE						
73246	PAYROLL SERVICE	1,256.02	1,256.02	7.38%	17,000.00	15,743.98	92.61%
73410	LEGAL FEES	900.00	900.00	6.00%	15,000.00	14,100.00	94.00%
73420	AUDIT EXPENSE	0.00	0.00	0.00%	10,000.00	10,000.00	100.00%
73430	OTHER PROF FEES	0.00	0.00	0.00%	19,085.41	19,085.41	100.00%
	Total PROFESSIONAL FEES	2,156.02	2,156.02	3.53%	61,085.41	58,929.39	96.47%
58	TRANSPORTATION						
0	District Wide						
00	DEPARTMENT-WIDE						
73230	TRANSPORTATION REIMBURSEMENT	58.94	58.94	1.17%	5,000.00	4,941.06	98.82%
	Total TRANSPORTATION	58.94	58.94	1.18%	5,000.00	4,941.06	98.82%
61	MAINTENANCE						
0	District Wide						
00	DEPARTMENT-WIDE						
73301	COMPUTER MAINT	0.00	0.00	0.00%	8,225.00	8,225.00	100.00%
73310	CATALOGING - COMPUTER SERVICE	0.00	0.00	0.00%	12,000.00	12,000.00	100.00%
73530	EQUIPMENT MAINT	0.00	0.00	0.00%	820.00	820.00	100.00%
73640	FUEL	116.60	116.60	5.83%	2,000.00	1,883.40	94.17%
79990	CONTINGENT EXPENSES	0.00	0.00	0.00%	5,000.00	5,000.00	100.00%
1	Dundee Library						
00	DEPARTMENT-WIDE						
73301	COMPUTER MAINT	0.00	0.00	0.00%	6,968.25	6,968.25	100.00%
73500	BUILDING REPAIRS AND MAINTENANCE	354.23	354.23	1.77%	20,000.00	19,645.77	98.22%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

			Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
	73530	EQUIPMENT MAINT	0.00	0.00	0.00%	1,700.00	1,700.00	100.00%
	73540	CONTRACTS: BUILDING MAINTENANCE	3,065.16	3,065.16	3.60%	85,000.00	81,934.84	96.39%
2		Randall Oaks						
	00	DEPARTMENT-WIDE						
	73301	COMPUTER MAINT	0.00	0.00	0.00%	3,636.30	3,636.30	100.00%
	73540	CONTRACTS: BUILDING MAINTENANCE	756.51	756.51	8.90%	8,500.00	7,743.49	91.09%
		Total MAINTENANCE	4,292.50	4,292.50	2.79%	153,849.55	149,557.05	97.21%
65		UTILITIES						
	0	District Wide						
	00	DEPARTMENT-WIDE						
	73200	TELEPHONE & FAX	112.61	112.61	6.85%	1,643.00	1,530.39	93.14%
1		Dundee Library						
	00	DEPARTMENT-WIDE						
	73200	TELEPHONE & FAX	878.56	878.56	7.76%	11,316.00	10,437.44	92.23%
	73610	ELECTRICITY	6,955.27	6,955.27	14.79%	47,000.00	40,044.73	85.20%
	73620	WATER AND SEWER	0.00	0.00	0.00%	4,000.00	4,000.00	100.00%
	73630	GAS	143.22	143.22	2.86%	5,000.00	4,856.78	97.13%
2		Randall Oaks						
	00	DEPARTMENT-WIDE						
	73200	TELEPHONE & FAX	99.40	99.40	7.69%	1,291.50	1,192.10	92.30%
		Total UTILITIES	8,189.06	8,189.06	11.66%	70,250.50	62,061.44	88.34%
70		CAPITAL EXPENSE						
	0	District Wide						
	00	DEPARTMENT-WIDE						
	73215	COPIER/PRINT EXPENSE	0.00	0.00	0.00%	6,890.00	6,890.00	100.00%
	73270	FURNITURE & EQUIP	915.98	915.98	4.57%	20,000.00	19,084.02	95.42%
	73300	COMPUTER EQUIPMENT	660.66	660.66	2.32%	28,450.00	27,789.34	97.67%
1		Dundee Library						
	10	ADULT & TEEN SERVICES						
	73270	FURNITURE & EQUIP	351.96	351.96	5.02%	7,000.00	6,648.04	94.97%
	20	YOUTH SERVICES						
	73270	FURNITURE & EQUIP	0.00	0.00	0.00%	4,000.00	4,000.00	100.00%
2		Randall Oaks						
	80	RANDALL OAKS						
	73270	FURNITURE & EQUIP	0.00	0.00	0.00%	3,025.00	3,025.00	100.00%
		Total CAPITAL EXPENSE	1,928.60	1,928.60	2.78%	69,365.00	67,436.40	97.22%
		Total Expenditures	370,664.62	370,664.62	7.59%	4,883,739.66	4,513,075.04	92.41%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
10 - GENERAL/CORPORATE
From 7/1/2025 Through 7/31/2025

	Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
Net Increase(Decrease) in Fund Balance	<u>4,119,814.49</u>	<u>4,119,814.49</u>	<u>0.00%</u>	<u>0.00</u>	<u>(4,119,814.49)</u>	<u>0.00%</u>

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
70 - CAPITAL PROJECTS/SPECIAL RESERVE
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
44010	INT & DIV INCOME	14,655.25	14,655.25	14.65%	100,000.00	85,344.75	85.34%
44011	MARKET VALUE ADJUSTMENT	(3,522.86)	(3,522.86)	(70.45)%	5,000.00	8,522.86	170.45%
45020	OTHER GRANTS	0.00	0.00	0.00%	10,000.00	10,000.00	100.00%
	Total REVENUES	11,132.39	11,132.39	9.68%	115,000.00	103,867.61	90.32%
01	TRANSFERS BETWEEN FUNDS						
0	District Wide						
00	DEPARTMENT-WIDE						
40000	TRANSFER IN	0.00	0.00	0.00%	300,000.00	300,000.00	100.00%
	Total TRANSFERS BETWEEN FUNDS	0.00	0.00	0.00%	300,000.00	300,000.00	100.00%
	Total Revenues	11,132.39	11,132.39	2.68%	415,000.00	403,867.61	97.32%
	Expenditures						
54	COMPUTER						
0	District Wide						
00	DEPARTMENT-WIDE						
73300	COMPUTER EQUIPMENT	0.00	0.00	0.00%	73,700.00	73,700.00	100.00%
73340	SOFTWARE	0.00	0.00	0.00%	38,000.00	38,000.00	100.00%
	Total COMPUTER	0.00	0.00	0.00%	111,700.00	111,700.00	100.00%
61	MAINTENANCE						
1	Dundee Library						
00	DEPARTMENT-WIDE						
73500	BUILDING REPAIRS AND MAINTENANCE	0.00	0.00	0.00%	3,000,000.00	3,000,000.00	100.00%
	Total MAINTENANCE	0.00	0.00	0.00%	3,000,000.00	3,000,000.00	100.00%
70	CAPITAL EXPENSE						
0	District Wide						
00	DEPARTMENT-WIDE						
73430	OTHER PROF FEES	149.50	149.50	0.07%	200,000.00	199,850.50	99.92%
73500	BUILDING REPAIRS AND MAINTENANCE	0.00	0.00	0.00%	500,000.00	500,000.00	100.00%
	Total CAPITAL EXPENSE	149.50	149.50	0.02%	700,000.00	699,850.50	99.98%
	Total Expenditures	149.50	149.50	0.00%	3,811,700.00	3,811,550.50	100.00%
	Net Increase(Decrease) in Fund Balance	10,982.89	10,982.89	(0.32)%	(3,396,700.00)	(3,407,682.89)	100.32%

Fox River Valley Public Library District
Statement of Revenues and Expenditures - FY2526 MonFin - Unposted Transactions Included In Report
90 - DONATION / GIFT
From 7/1/2025 Through 7/31/2025

		<u>Month Activity</u>	<u>Year Activity</u>	<u>FY2526 Percent Used</u>	<u>Total Budget - FY2526</u>	<u>FY2526 \$ Remaining</u>	<u>FY2526 Percent Remaining</u>
	Revenues						
00	REVENUES						
0	District Wide						
00	DEPARTMENT-WIDE						
44010	INT & DIV INCOME	669.68	669.68	6.69%	10,000.00	9,330.32	93.30%
44011	MARKET VALUE ADJUSTMENT	(590.70)	(590.70)	0.00%	0.00	590.70	0.00%
	Total REVENUES	<u>78.98</u>	<u>78.98</u>	<u>0.79%</u>	<u>10,000.00</u>	<u>9,921.02</u>	<u>99.21%</u>
	Total Revenues	<u>78.98</u>	<u>78.98</u>	<u>0.79%</u>	<u>10,000.00</u>	<u>9,921.02</u>	<u>99.21%</u>
	Net Increase(Decrease) in Fund Balance	<u>78.98</u>	<u>78.98</u>	<u>0.78%</u>	<u>10,000.00</u>	<u>9,921.02</u>	<u>99.21%</u>

Fox River Valley Public Library District
Revenue Summary - All Funds Combined - FY2425 Budget v Actual Revenues
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 % Used	Total Budget - FY2425 Working Budget	FY2425 \$ Remaining	FY2425 % Remaining
	Revenues						
43010	TAX LEVY	0.00	4,230,447.65	100.01%	4,230,000.00	(447.65)	(0.01)%
43020	PPRT	0.00	70,367.30	82.78%	85,000.00	14,632.70	17.21%
43030	TAX INCREMENT FINANCING (TIF) REVENUE	0.00	29,422.62	588.45%	5,000.00	(24,422.62)	(488.45)%
43500	IMPACT FEES	0.00	9,613.18	320.43%	3,000.00	(6,613.18)	(220.43)%
44010	INT & DIV INCOME	40,592.67	457,135.28	190.47%	240,000.00	(217,135.28)	(90.47)%
44011	MARKET VALUE ADJUSTMENT	8,087.51	12,968.65	648.43%	2,000.00	(10,968.65)	(548.43)%
45010	PER CAPITA GRANT	0.00	106,222.05	101.16%	105,000.00	(1,222.05)	(1.16)%
45020	OTHER GRANTS	0.00	6,243.88	31.21%	20,000.00	13,756.12	68.78%
46030	LOST & DAMAGED	539.27	6,198.38	177.09%	3,500.00	(2,698.38)	(77.09)%
46110	MEETING RM RENTAL	0.00	60.00	40.00%	150.00	90.00	60.00%
46200	PRINT/COPY REVENUE	610.20	7,927.19	132.11%	6,000.00	(1,927.19)	(32.11)%
46250	LICENSE PLATE RENEWAL INCOME	10,939.50	80,535.25	123.90%	65,000.00	(15,535.25)	(23.90)%
46300	TAXABLE SALES (USB, DVD, EARBUDS)	44.00	379.69	126.56%	300.00	(79.69)	(26.56)%
46400	MISCELLANEOUS INCOME	0.00	2.00	0.40%	500.00	498.00	99.60%
46500	CASH OVER	0.00	6.02	6.02%	100.00	93.98	93.98%
46600	RETIRED EMPLOYEE REIMBURSEMENTS	102.00	1,160.00	96.66%	1,200.00	40.00	3.33%
49010	MONETARY GIFT	0.00	2,020.00	20.20%	10,000.00	7,980.00	79.80%
	Total Revenues	<u>60,915.15</u>	<u>5,020,709.14</u>	<u>105.11%</u>	<u>4,776,750.00</u>	<u>(243,959.14)</u>	<u>(5.11)%</u>
	Net Increase(Decrease) in Fund Balance	<u>60,915.15</u>	<u>5,020,709.14</u>	<u>105.10%</u>	<u>4,776,750.00</u>	<u>(243,959.14)</u>	<u>(5.10)%</u>

Fox River Valley Public Library District
Revenue Summary - All Funds Combined - FY2526 Budget v Actual Revenues
From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
	Revenues						
43010	TAX LEVY	4,461,964.66	4,461,964.66	100.00%	4,461,964.66	0.00	0.00%
43020	PPRT	0.00	0.00	0.00%	65,000.00	65,000.00	100.00%
43030	TAX INCREMENT FINANCING (TIF) REVENUE	0.00	0.00	0.00%	25,000.00	25,000.00	100.00%
43500	IMPACT FEES	2,785.10	2,785.10	92.83%	3,000.00	214.90	7.16%
44010	INT & DIV INCOME	33,152.02	33,152.02	13.81%	240,000.00	206,847.98	86.18%
44011	MARKET VALUE ADJUSTMENT	(5,528.24)	(5,528.24)	(100.51)%	5,500.00	11,028.24	200.51%
45010	PER CAPITA GRANT	0.00	0.00	0.00%	106,000.00	106,000.00	100.00%
45020	OTHER GRANTS	0.00	0.00	0.00%	20,000.00	20,000.00	100.00%
46030	LOST & DAMAGED	345.67	345.67	8.64%	4,000.00	3,654.33	91.35%
46110	MEETING RM RENTAL	0.00	0.00	0.00%	150.00	150.00	100.00%
46200	PRINT/COPY REVENUE	655.50	655.50	10.92%	6,000.00	5,344.50	89.07%
46250	LICENSE PLATE RENEWAL INCOME	8,050.50	8,050.50	12.38%	65,000.00	56,949.50	87.61%
46300	TAXABLE SALES (USB, DVD, EARBUDS)	163.07	163.07	54.35%	300.00	136.93	45.64%
46400	MISCELLANEOUS INCOME	0.00	0.00	0.00%	500.00	500.00	100.00%
46500	CASH OVER	0.20	0.20	0.20%	100.00	99.80	99.80%
46600	RETIRED EMPLOYEE REIMBURSEMENTS	102.00	102.00	8.32%	1,225.00	1,123.00	91.67%
49010	MONETARY GIFT	0.00	0.00	0.00%	5,000.00	5,000.00	100.00%
	Total Revenues	<u>4,501,690.48</u>	<u>4,501,690.48</u>	<u>89.88%</u>	<u>5,008,739.66</u>	<u>507,049.18</u>	<u>10.12%</u>
	Net Increase(Decrease) in Fund Balance	<u>4,501,690.48</u>	<u>4,501,690.48</u>	<u>89.87%</u>	<u>5,008,739.66</u>	<u>507,049.18</u>	<u>10.12%</u>

<div> <div>Fox River Valley Public Library District</div> <div>Revenue Summary - All Funds Combined - Revenue by Period - Posted Transactions Only</div> <div>From 7/1/2024 Through 6/30/2025</div> </div>													
	7/1/2024 - 7/31/2024	8/1/2024 - 8/31/2024	9/1/2024 - 9/30/2024	10/1/2024 - 10/31/2024	11/1/2024 - 11/30/2024	12/1/2024 - 12/31/2024	1/1/2025 - 1/31/2025	2/1/2025 - 2/28/2025	3/1/2025 - 3/31/2025	4/1/2025 - 4/30/2025	5/1/2025 - 5/31/2025	6/1/2025 - 6/30/2025	Total
Revenues													
TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	750,000.00
TAX LEVY	4,229,925.89	0.00	0.00	0.00	521.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,230,447.65
PPRT	16,444.75	3,067.28	0.00	12,540.92	0.00	0.00	14,337.46	40.00	4,290.88	0.00	19,646.01	0.00	70,367.30
TAX INCREMENT FINANCING (TIF) REVENUE	0.00	0.00	0.00	0.00	0.00	5,444.44	23,978.18	0.00	0.00	0.00	0.00	0.00	29,422.62
IMPACT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,613.18	0.00	0.00	9,613.18
INT & DIV INCOME	40,130.68	36,535.09	43,756.66	41,981.83	42,738.69	45,485.89	35,813.49	31,380.38	40,234.78	31,516.43	26,968.69	40,592.67	457,135.28
MARKET VALUE ADJUSTMENT	6,196.86	6,107.15	(5,035.66)	(1,111.94)	(4,685.86)	(827.71)	(1,646.07)	4,304.67	1,646.83	6,492.46	(6,559.59)	8,087.51	12,968.65
PER CAPITA GRANT	106,222.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106,222.05
OTHER GRANTS	0.00	0.00	0.00	1,435.97	1,935.97	0.00	0.00	1,435.97	0.00	0.00	1,435.97	0.00	6,243.88
LOST & DAMAGED	807.53	338.89	307.00	472.26	609.95	221.69	347.74	571.88	969.86	650.66	361.65	539.27	6,198.38
MEETING RM RENTAL	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
PRINT/COPY REVENUE	783.20	649.65	717.50	612.81	573.93	492.40	676.70	636.80	789.50	804.10	580.40	610.20	7,927.19
LICENSE PLATE RENEWAL INCOME	8,057.00	7,847.75	8,077.25	6,108.00	5,131.75	3,409.25	4,898.00	4,929.50	6,874.25	6,183.75	8,079.25	10,939.50	80,535.25
TAXABLE SALES (USB, DVD, EARBUDS)	56.55	21.75	37.75	48.10	32.25	16.55	33.50	29.75	14.50	14.19	30.80	44.00	379.69
MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00
CASH OVER	0.03	0.30	0.30	5.25	0.00	0.00	0.00	0.02	0.01	0.11	0.00	0.00	6.02
RETIRED EMPLOYEE REIMBURSEMENTS	94.00	94.00	94.00	94.00	94.00	94.00	94.00	94.00	102.00	102.00	102.00	102.00	1,160.00
MONETARY GIFT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	2,000.00	0.00	2,020.00
Total Revenues	4,408,718.54	54,661.86	48,014.80	62,187.20	46,952.44	54,336.51	78,533.00	43,442.97	54,922.61	55,377.88	52,646.18	810,915.15	5,770,709.14
Net Increase(Decrease) in Fund Balance	4,408,718.54	54,661.86	48,014.80	62,187.20	46,952.44	54,336.51	78,533.00	43,442.97	54,922.61	55,377.88	52,646.18	810,915.15	5,770,709.14

Fox River Valley Public Library District

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Fox River Valley Public Library District

Expenditure Summary - All Funds Combined - FY2425 Budget v Actual Expenditures
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY 2425 \$ Remaining	FY2425 Percent Remaining
	Expenditures						
15	Personnel Expenses						
15	PERSONNEL	225,769.91	2,703,398.06	87.19%	3,100,431.14	397,033.08	12.80%
	SERVICES/BENEFITS						
	Total Personnel Expenses	225,769.91	2,703,398.06	87.19%	3,100,431.14	397,033.08	12.81%
20	Library Materials						
20	LIBRARY MATERIALS	27,561.89	328,554.87	82.28%	399,305.12	70,750.25	17.71%
	Total Library Materials	27,561.89	328,554.87	82.28%	399,305.12	70,750.25	17.72%
50	Operating Expenses						
51	LIBRARY OPERATIONS	23,980.73	273,725.81	83.22%	328,887.86	55,162.05	16.77%
52	PUBLIC RELATIONS	900.84	49,168.10	95.10%	51,700.00	2,531.90	4.89%
53	GENERAL PROGRAMMING	4,948.08	53,264.28	85.29%	62,450.04	9,185.76	14.70%
54	COMPUTER	64,529.35	174,540.89	57.58%	303,101.00	128,560.11	42.41%
55	PROFESSIONAL FEES	2,685.78	48,991.16	89.07%	55,000.00	6,008.84	10.92%
58	TRANSPORTATION	30.10	1,593.29	39.83%	4,000.00	2,406.71	60.16%
	Total Operating Expenses	97,074.88	601,283.53	74.68%	805,138.90	203,855.37	25.32%
60	Building Expenses						
61	MAINTENANCE	5,192.11	144,780.13	12.69%	1,140,206.00	995,425.87	87.30%
65	UTILITIES	6,780.69	72,327.74	101.97%	70,930.00	(1,397.74)	(1.97)%
	Total Building Expenses	11,972.80	217,107.87	17.93%	1,211,136.00	994,028.13	82.07%
70	Capital Expense						
70	CAPITAL EXPENSE	5,403.26	64,003.88	2.34%	2,731,238.96	2,667,235.08	97.65%
	Total Capital Expense	5,403.26	64,003.88	2.34%	2,731,238.96	2,667,235.08	97.66%
	Total Expenditures	367,782.74	3,914,348.21	47.46%	8,247,250.12	4,332,901.91	52.54%
	Net Increase(Decrease) in Fund Balance	(367,782.74)	(3,914,348.21)	47.46%	(8,247,250.12)	(4,332,901.91)	52.53%

Fox River Valley Public Library District
Expenditure Summary - All Funds Combined - FY2526 Budget v Actual Expenditures 1
From 7/1/2025 Through 7/30/2026

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
	Expenditures						
15	Personnel Expenses						
15	PERSONNEL	232,301.18	232,301.18	7.36%	3,154,525.00	2,922,223.82	92.63%
	SERVICES/BENEFITS						
	Total Personnel Expenses	232,301.18	232,301.18	7.36%	3,154,525.00	2,922,223.82	92.64%
20	Library Materials						
20	LIBRARY MATERIALS	74,566.00	74,566.00	18.08%	412,367.00	337,801.00	81.91%
	Total Library Materials	74,566.00	74,566.00	18.08%	412,367.00	337,801.00	81.92%
50	Operating Expenses						
51	LIBRARY OPERATIONS	42,500.92	42,500.92	11.97%	354,964.00	312,463.08	88.02%
52	PUBLIC RELATIONS	627.79	627.79	0.75%	82,675.00	82,047.21	99.24%
53	GENERAL PROGRAMMING	3,021.15	3,021.15	4.76%	63,450.00	60,428.85	95.23%
54	COMPUTER	1,022.46	1,022.46	0.39%	257,908.20	256,885.74	99.60%
55	PROFESSIONAL FEES	2,156.02	2,156.02	3.52%	61,085.41	58,929.39	96.47%
58	TRANSPORTATION	58.94	58.94	1.17%	5,000.00	4,941.06	98.82%
	Total Operating Expenses	49,387.28	49,387.28	5.99%	825,082.61	775,695.33	94.01%
60	Building Expenses						
61	MAINTENANCE	4,292.50	4,292.50	0.13%	3,153,849.55	3,149,557.05	99.86%
65	UTILITIES	8,189.06	8,189.06	11.65%	70,250.50	62,061.44	88.34%
	Total Building Expenses	12,481.56	12,481.56	0.39%	3,224,100.05	3,211,618.49	99.61%
70	Capital Expense						
70	CAPITAL EXPENSE	2,078.10	2,078.10	0.27%	769,365.00	767,286.90	99.72%
	Total Capital Expense	2,078.10	2,078.10	0.27%	769,365.00	767,286.90	99.73%
	Total Expenditures	370,814.12	370,814.12	4.42%	8,385,439.66	8,014,625.54	95.58%
	Net Increase(Decrease) in Fund Balance	(370,814.12)	(370,814.12)	4.42%	(8,385,439.66)	(8,014,625.54)	95.57%

Fox River Valley Public Library District
Expenditure Summary - All Funds Combined - FY2425 Budget v Actual Expenditures by Location
From 6/1/2025 Through 6/30/2025

		Month Activity	Year Activity	FY2425 Percent Used	Total Budget - FY2425 Working Budget	FY2425 Budget \$ Remaining	FY2425 Percent Remaining
	Expenditures						
0	District Wide						
15	Personnel Expenses	112,310.90	1,343,996.73	79.50%	1,690,349.80	346,353.07	20.49%
20	Library Materials	7,770.95	149,264.71	81.47%	183,206.00	33,941.29	18.52%
50	Operating Expenses	85,546.16	489,275.06	71.38%	685,448.86	196,173.80	28.61%
60	Building Expenses	218.81	17,467.59	60.18%	29,025.00	11,557.41	39.81%
70	Capital Expense	<u>4,440.39</u>	<u>49,153.93</u>	<u>1.80%</u>	<u>2,716,200.00</u>	<u>2,667,046.07</u>	<u>98.19%</u>
	Total District Wide	210,287.21	2,049,158.02	38.63%	5,304,229.66	3,255,071.64	61.37%
1	Dundee Library						
15	Personnel Expenses	93,963.23	1,122,655.33	96.04%	1,168,836.49	46,181.16	3.95%
20	Library Materials	15,078.12	139,047.44	82.27%	168,998.08	29,950.64	17.72%
50	Operating Expenses	5,833.36	40,424.73	84.44%	47,870.04	7,445.31	15.55%
60	Building Expenses	10,897.18	188,382.06	16.08%	1,171,136.00	982,753.94	83.91%
70	Capital Expense	<u>962.87</u>	<u>11,224.43</u>	<u>93.53%</u>	<u>11,999.96</u>	<u>775.53</u>	<u>6.46%</u>
	Total Dundee Library	126,734.76	1,501,733.99	58.46%	2,568,840.57	1,067,106.58	41.54%
2	Randall Oaks						
15	Personnel Expenses	19,495.78	236,746.00	98.13%	241,244.85	4,498.85	1.86%
20	Library Materials	4,712.82	40,242.72	85.43%	47,101.04	6,858.32	14.56%
50	Operating Expenses	5,695.36	71,583.74	99.67%	71,820.00	236.26	0.32%
60	Building Expenses	856.81	11,258.22	102.58%	10,975.00	(283.22)	(2.58)%
70	Capital Expense	<u>0.00</u>	<u>3,625.52</u>	<u>119.29%</u>	<u>3,039.00</u>	<u>(586.52)</u>	<u>(19.29)%</u>
	Total Randall Oaks	<u>30,760.77</u>	<u>363,456.20</u>	<u>97.13%</u>	<u>374,179.89</u>	<u>10,723.69</u>	<u>2.87%</u>
	Total Expenditures	<u>367,782.74</u>	<u>3,914,348.21</u>	<u>47.46%</u>	<u>8,247,250.12</u>	<u>4,332,901.91</u>	<u>52.54%</u>
	Net Increase(Decrease) in Fund Balance	<u>(367,782.74)</u>	<u>(3,914,348.21)</u>	<u>47.46%</u>	<u>(8,247,250.12)</u>	<u>(4,332,901.91)</u>	<u>52.53%</u>

Fox River Valley Public Library District

Expenditure Summary - All Funds Combined - FY2526 Budget v actual Expenditures by Location

From 7/1/2025 Through 7/31/2025

		Month Activity	Year Activity	FY2526 Percent Used	Total Budget - FY2526	FY2526 \$ Remaining	FY2526 Percent Remaining
	Expenditures						
0	District Wide						
15	Personnel Expenses	115,079.68	115,079.68	6.78%	1,696,359.80	1,581,280.12	93.21%
20	Library Materials	57,926.05	57,926.05	27.98%	206,983.00	149,056.95	72.01%
50	Operating Expenses	41,224.03	41,224.03	5.97%	689,482.61	648,258.58	94.02%
60	Building Expenses	229.21	229.21	0.77%	29,688.00	29,458.79	99.22%
70	Capital Expense	1,726.14	1,726.14	0.22%	755,340.00	753,613.86	99.77%
	Total District Wide	216,185.11	216,185.11	6.40%	3,377,853.41	3,161,668.30	93.60%
1	Dundee Library						
15	Personnel Expenses	96,103.57	96,103.57	7.95%	1,207,895.20	1,111,791.63	92.04%
20	Library Materials	11,021.73	11,021.73	6.95%	158,490.00	147,468.27	93.04%
50	Operating Expenses	1,998.97	1,998.97	3.13%	63,720.00	61,721.03	96.86%
60	Building Expenses	11,396.44	11,396.44	0.35%	3,180,984.25	3,169,587.81	99.64%
70	Capital Expense	351.96	351.96	3.19%	11,000.00	10,648.04	96.80%
	Total Dundee Library	120,872.67	120,872.67	2.62%	4,622,089.45	4,501,216.78	97.38%
2	Randall Oaks						
15	Personnel Expenses	21,117.93	21,117.93	8.43%	250,270.00	229,152.07	91.56%
20	Library Materials	5,618.22	5,618.22	11.98%	46,894.00	41,275.78	88.01%
50	Operating Expenses	6,164.28	6,164.28	8.57%	71,880.00	65,715.72	91.42%
60	Building Expenses	855.91	855.91	6.37%	13,427.80	12,571.89	93.62%
70	Capital Expense	0.00	0.00	0.00%	3,025.00	3,025.00	100.00%
	Total Randall Oaks	33,756.34	33,756.34	8.76%	385,496.80	351,740.46	91.24%
	Total Expenditures	370,814.12	370,814.12	4.42%	8,385,439.66	8,014,625.54	95.58%
	Net Increase(Decrease) in Fund Balance	(370,814.12)	(370,814.12)	4.42%	(8,385,439.66)	(8,014,625.54)	95.57%

<div> <div>Fox River Valley Public Library District</div> <div>Expenditure Summary - All Funds Combined - Expenditures by Period - Posted Transactions Only</div> <div>From 7/1/2024 Through 6/30/2025</div> </div>													
	7/1/2024 - 7/31/2024	8/1/2024 - 8/31/2024	9/1/2024 - 9/30/2024	10/1/2024 - 10/31/2024	11/1/2024 - 11/30/2024	12/1/2024 - 12/31/2024	1/1/2025 - 1/31/2025	2/1/2025 - 2/28/2025	3/1/2025 - 3/31/2025	4/1/2025 - 4/30/2025	5/1/2025 - 5/31/2025	6/1/2025 - 6/30/2025	Total
Expenditures													
Personnel Expenses													
PERSONNEL	235,115.63	246,897.06	227,665.18	251,314.76	229,140.51	218,105.35	212,068.07	199,251.17	217,760.65	209,923.76	230,386.01	225,769.91	2,703,398.06
SERVICES/BENEFITS													
Library Materials													
LIBRARY MATERIALS	45,989.96	60,906.38	24,418.87	23,954.50	27,860.08	16,826.29	20,808.30	14,657.79	17,845.76	25,061.37	22,663.68	27,561.89	328,554.87
Operating Expenses													
LIBRARY OPERATIONS	38,730.32	17,527.10	20,643.96	17,780.99	16,377.43	39,030.15	16,377.47	15,335.10	21,285.32	18,179.93	28,477.31	23,980.73	273,725.81
PUBLIC RELATIONS	316.32	12,533.21	222.84	249.87	10,092.80	615.00	346.49	9,796.53	1,460.98	1,536.47	11,096.75	900.84	49,168.10
GENERAL PROGRAMMING	956.97	2,805.67	2,106.31	4,633.38	4,776.51	2,381.69	3,832.47	4,569.46	3,144.84	10,773.99	8,334.91	4,948.08	53,264.28
COMPUTER	14,839.78	14,841.33	6,020.85	18,352.66	1,105.10	4,722.58	20,180.60	4,777.33	8,124.07	15,484.30	1,562.94	64,529.35	174,540.89
PROFESSIONAL FEES	1,035.13	1,127.57	8,195.05	7,350.33	3,030.02	1,017.99	9,481.08	1,632.70	8,948.64	3,199.23	1,287.64	2,685.78	48,991.16
TRANSPORTATION	126.70	139.13	262.06	244.89	62.04	95.74	162.02	39.27	66.22	154.91	210.21	30.10	1,593.29
Building Expenses													
MAINTENANCE	7,938.87	12,838.57	6,634.34	25,687.31	5,037.20	15,929.96	15,304.03	20,652.95	12,831.71	9,040.18	7,692.90	5,192.11	144,780.13
UTILITIES	5,908.82	7,982.22	5,357.57	6,110.49	4,774.52	1,829.40	8,156.19	6,634.20	6,207.03	5,919.78	6,666.83	6,780.69	72,327.74
Capital Expense													
CAPITAL EXPENSE	712.68	12,288.91	2,398.51	91.65	577.92	120.99	3,040.34	3,744.56	13,657.22	11,653.62	10,314.22	5,403.26	64,003.88
Total Expenditures	351,671.18	389,887.15	303,925.54	355,770.83	302,834.13	300,675.14	309,757.06	281,091.06	311,332.44	310,927.54	328,693.40	367,782.74	3,914,348.21
Net Increase(Decrease) in Fund Balance	(351,671.18)	(389,887.15)	(303,925.54)	(355,770.83)	(302,834.13)	(300,675.14)	(309,757.06)	(281,091.06)	(311,332.44)	(310,927.54)	(328,693.40)	(367,782.74)	(3,914,348.21)

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Fox River Valley Public Library District
Balance Sheet - Unposted Transactions Included In Report
As of 6/30/2025

		<u>Current Year</u>
Assets		
Cash and Investments		
Checking Accounts		
10100	BANK ACCOUNTS	
10	GENERAL/CORPORATE	5,094,723.01
70	CAPITAL PROJECTS/SPECIAL RESERVE	<u>3,348,078.91</u>
	Total Checking Accounts	8,442,801.92
Other Cash		
10900	CASH ON HAND DUNDEE	
10	GENERAL/CORPORATE	260.00
10902	Kiosk Cash	
10	GENERAL/CORPORATE	<u>117.50</u>
	Total Other Cash	377.50
Investments		
10500	INVESTMENT ACCOUNTS	
10	GENERAL/CORPORATE	531,731.48
70	CAPITAL PROJECTS/SPECIAL RESERVE	1,774,292.11
80	WORKING CASH	180,772.90
90	DONATION / GIFT	<u>297,506.00</u>
	Total Investments	<u>2,784,302.49</u>
	Total Cash and Investments	11,227,481.91
Other Assets		
13000	PREPAID RENT	
10	GENERAL/CORPORATE	5,407.50
13100	PREPAID INSURANCE	
10	GENERAL/CORPORATE	22,722.35
13200	PREPAID EXPENSE	
10	GENERAL/CORPORATE	19,349.60
14000	ACCOUNTS RECEIVABLE	
10	GENERAL/CORPORATE	5,635.22
14500	PROPERTY TAX RECEIVABLES	
10	GENERAL/CORPORATE	<u>2,168,223.43</u>
	Total Other Assets	<u>2,221,338.10</u>
	Total Assets	<u><u>13,448,820.01</u></u>
Liabilities and Fund Balance		
Liabilities		
20000	ACCOUNTS PAYABLE	
10	GENERAL/CORPORATE	18,038.65
20002	AP license Plate	
10	GENERAL/CORPORATE	4,396.00
20003	AP Other	
10	GENERAL/CORPORATE	3,140.58
21000	ACCRUED PAYROLL	
10	GENERAL/CORPORATE	55,838.49
22055	CREDIT CARD PAYABLE NELSON	
10	GENERAL/CORPORATE	2,206.85
22062	CREDIT CARD PAYABLE PACINI	
10	GENERAL/CORPORATE	121.64
22068	CREDIT CARD PAYABLE ZABSKI	
10	GENERAL/CORPORATE	1,709.76
22070	CREDIT CARD PAYABLE LORENZETTI	
10	GENERAL/CORPORATE	872.33
22077	CREDIT CARD PAYABLE CARROLL	
10	GENERAL/CORPORATE	21.44
22081	CREDIT CARD PAYABLE BUNTE	
10	GENERAL/CORPORATE	822.09
22084	CREDIT CARD PAYABLE SABALA	
10	GENERAL/CORPORATE	206.41
22085	CREDIT CARD PAYABLE JI	

Fox River Valley Public Library District
Balance Sheet - Unposted Transactions Included In Report
As of 6/30/2025

		<u>Current Year</u>
10	GENERAL/CORPORATE	280.53
22094	CREDIT CARD PAYABLE HERNANDEZ	
10	GENERAL/CORPORATE	186.75
22220	IMRF EXPENSE PAYABLE	
10	GENERAL/CORPORATE	18,350.24
22500	STAFF REIMBURSEMENTS PAYABLE	
10	GENERAL/CORPORATE	977.31
27900	DEFERRED TAXES	
10	GENERAL/CORPORATE	<u>4,461,964.66</u>
	Total Liabilities	4,569,133.73
	Fund Balance	
10	GENERAL/CORPORATE	3,278,510.52
70	CAPITAL PROJECTS/SPECIAL RESERVE	5,122,371.02
80	WORKING CASH	180,772.90
90	DONATION / GIFT	<u>297,506.00</u>
	Total Fund Balance	<u>8,879,160.44</u>
	Total Liabilities and Fund Balance	<u><u>13,448,294.17</u></u>

Fox River Valley Public Library District
Balance Sheet - Unposted Transactions Included In Report
As of 7/31/2025

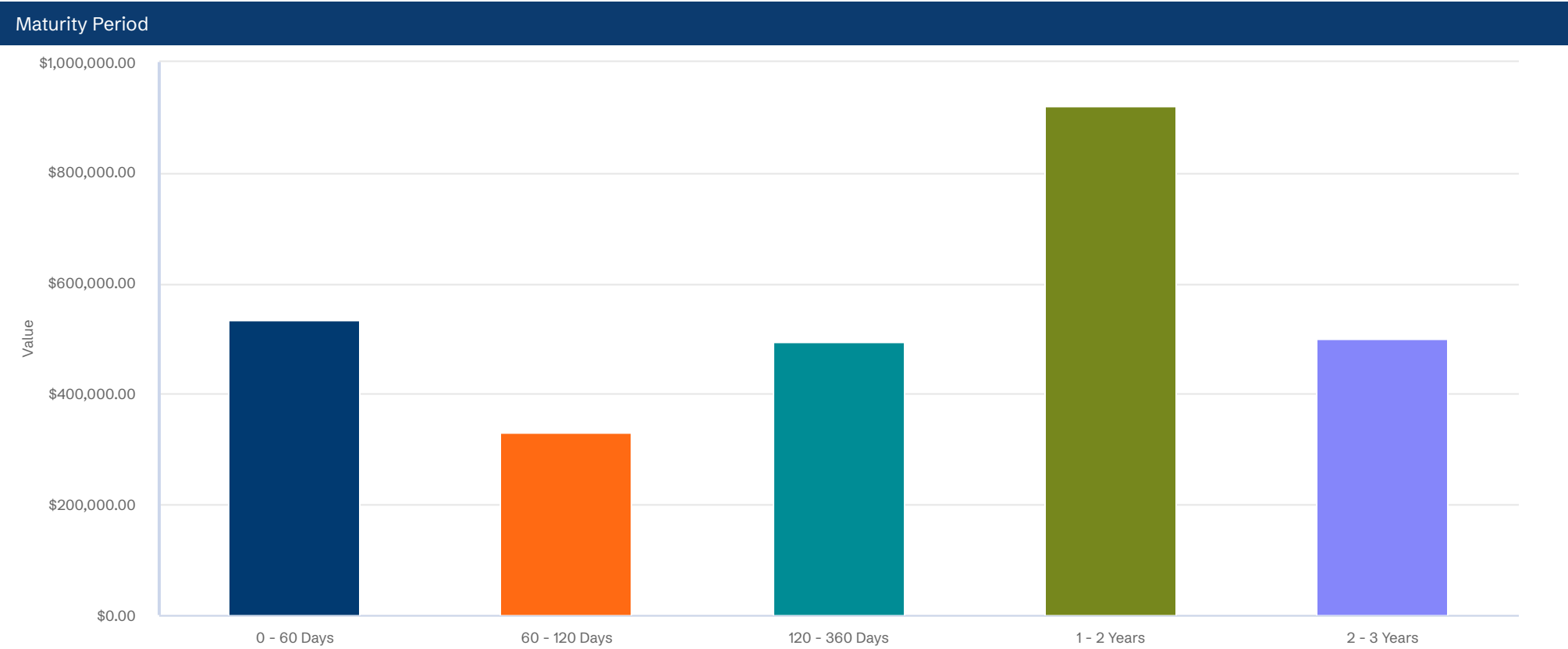
		<u>Current Year</u>
	Assets	
	Cash and Investments	
	Checking Accounts	
10100	BANK ACCOUNTS	
10	GENERAL/CORPORATE	4,814,891.69
70	CAPITAL PROJECTS/SPECIAL RESERVE	<u>3,358,590.78</u>
	Total Checking Accounts	8,173,482.47
	Other Cash	
10900	CASH ON HAND DUNDEE	
10	GENERAL/CORPORATE	256.00
10902	Kiosk Cash	
10	GENERAL/CORPORATE	<u>122.65</u>
	Total Other Cash	378.65
	Investments	
10500	INVESTMENT ACCOUNTS	
10	GENERAL/CORPORATE	531,350.56
70	CAPITAL PROJECTS/SPECIAL RESERVE	1,774,763.13
80	WORKING CASH	180,772.90
90	DONATION / GIFT	<u>297,584.98</u>
	Total Investments	<u>2,784,471.57</u>
	Total Cash and Investments	10,958,332.69
	Other Assets	
13000	PREPAID RENT	
10	GENERAL/CORPORATE	32,445.00
13200	PREPAID EXPENSE	
10	GENERAL/CORPORATE	25,537.05
14000	ACCOUNTS RECEIVABLE	
10	GENERAL/CORPORATE	2,396.29
14500	PROPERTY TAX RECEIVABLES	
10	GENERAL/CORPORATE	<u>2,109,560.68</u>
	Total Other Assets	<u>2,169,939.02</u>
	Total Assets	<u><u>13,128,271.71</u></u>
	Liabilities and Fund Balance	
	Liabilities	
20000	ACCOUNTS PAYABLE	
10	GENERAL/CORPORATE	20,415.42
20002	AP license Plate	
10	GENERAL/CORPORATE	1,530.00
20003	AP Other	
10	GENERAL/CORPORATE	240.61
21000	ACCRUED PAYROLL	
10	GENERAL/CORPORATE	73,967.75
22055	CREDIT CARD PAYABLE NELSON	
10	GENERAL/CORPORATE	1,247.22
22062	CREDIT CARD PAYABLE PACINI	
10	GENERAL/CORPORATE	24.34
22068	CREDIT CARD PAYABLE ZABSKI	
10	GENERAL/CORPORATE	78.00
22070	CREDIT CARD PAYABLE LORENZETTI	
10	GENERAL/CORPORATE	1,304.41
22077	CREDIT CARD PAYABLE CARROLL	
10	GENERAL/CORPORATE	200.00
22084	CREDIT CARD PAYABLE SABALA	
10	GENERAL/CORPORATE	132.05
22085	CREDIT CARD PAYABLE JI	
10	GENERAL/CORPORATE	66.71
22094	CREDIT CARD PAYABLE HERNANDEZ	
10	GENERAL/CORPORATE	86.20
22220	IMRF EXPENSE PAYABLE	

Fox River Valley Public Library District
Balance Sheet - Unposted Transactions Included In Report
As of 7/31/2025

		<u>Current Year</u>
10	GENERAL/CORPORATE	18,268.04
22500	STAFF REIMBURSEMENTS PAYABLE	
10	GENERAL/CORPORATE	<u>24.08</u>
	Total Liabilities	117,584.83
	Fund Balance	
10	GENERAL/CORPORATE	7,398,325.01
70	CAPITAL PROJECTS/SPECIAL RESERVE	5,133,353.91
80	WORKING CASH	180,772.90
90	DONATION / GIFT	<u>297,584.98</u>
	Total Fund Balance	<u>13,010,036.80</u>
	Total Liabilities and Fund Balance	<u><u>13,127,621.63</u></u>

Maturity Schedule Report

Household: Fox River Valley Public Library District
Period: Fox River Valley Public Library District - General Fund
6/30/2025



Maturity Period				
Security	Cusip	Maturity Date	Quantity	Allocation
0 - 60 Days				
US Treasury Bill 0.00% 7/3/2025	91xxxxNX1	7/3/2025	423,000.00	79.31 %
US Treasury Bill 0.00% 8/19/2025	91xxxxQK6	8/19/2025	111,000.00	20.69 %
60 - 120 Days				
Visions Fed Cr Un Endwell New York Sh Ctf 5.65% 9/29/2025	92xxxxAD8	9/29/2025	105,000.00	31.59 %
California Cr Un Glendale Calif Sh Ctf 5.65% 10/27/2025	13xxxxBB5	10/27/2025	225,000.00	68.41 %
120 - 360 Days				
Bankunited Inc. 0.50% 2/19/2026	06xxxxQH5	2/19/2026	248,000.00	50.34 %
Neighbors Fcu Baton Rouge La 0.75% 3/19/2026	64xxxxAV6	3/19/2026	245,000.00	49.66 %
1 - 2 Years				
Johnson Cnty KS 4.00% 9/1/2026	47xxxxMY8	9/1/2026	100,000.00	10.84 %
MD St Cmnty Dev Admin Dept Hsg & Cmnty Dev Taxable Residential Rev Bds 4.472% 9/1/2026	57xxxxNU8	9/1/2026	150,000.00	16.34 %
Peoria & Tazewell Counties Il Community College District #514 Taxable Series A	71xxxxET4	12/1/2026	175,000.00	19.08 %
Idaho Hsg & Fin Assn Single Family Mtg Rev Taxable Bds 2025 A 4.341% 1/1/2027	45xxxx6Y7	1/1/2027	115,000.00	12.47 %
Texas Tech Univ Revs Taxable Fing Sys Ref Impt Bds 2025b 4.56% 2/15/2027	88xxxxKX9	2/15/2027	135,000.00	14.77 %
Louisiana Hsg Corp Single Family Mtg Rev Taxable Bds 2025b 4.56% 6/1/2027	54xxxxUB5	6/1/2027	245,000.00	26.49 %
2 - 3 Years				
MD St Cmnty Dev Admin Dept Hsg & Cmnty Dev Taxable Residential Rev Bds 4.522% 9/1/2027	57xxxxNW4	9/1/2027	250,000.00	50.00 %
New York NY Trans Auth 4.754% 11/1/2027	64xxxxQY7	11/1/2027	250,000.00	50.00 %

Maturity Schedule Report

Household: Fox River Valley Public Library District
Period: Fox River Valley Public Library District - General Fund
7/31/2025



Maturity Period				
Security	Cusip	Maturity Date	Quantity	Allocation
0 - 60 Days				
US Treasury Bill 0.00% 8/19/2025	91xxxxQK6	8/19/2025	111,000.00	17.26 %
US Treasury Bill 0.00% 8/26/2025	91xxxxQL4	8/26/2025	427,000.00	66.34 %
Visions Fed Cr Un Endwell New York Sh Ctf 5.65% 9/29/2025	92xxxxAD8	9/29/2025	105,000.00	16.40 %
60 - 120 Days				
California Cr Un Glendale Calif Sh Ctf 5.65% 10/27/2025	13xxxxBB5	10/27/2025	225,000.00	100.00 %
120 - 360 Days				
Bankunited Inc. 0.50% 2/19/2026	06xxxxQH5	2/19/2026	248,000.00	50.35 %
Neighbors Fcu Baton Rouge La 0.75% 3/19/2026	64xxxxAV6	3/19/2026	245,000.00	49.65 %
1 - 2 Years				
Johnson Cnty KS 4.00% 9/1/2026	47xxxxMY8	9/1/2026	100,000.00	10.86 %
MD St Cmnty Dev Admin Dept Hsg & Cmnty Dev Taxable Residential Rev Bds 4.472% 9/1/2026	57xxxxNU8	9/1/2026	150,000.00	16.39 %
Peoria & Tazewell Counties Il Community College District #514 Taxable Series A	71xxxxET4	12/1/2026	175,000.00	19.11 %
Idaho Hsg & Fin Assn Single Family Mtg Rev Taxable Bds 2025 A 4.341% 1/1/2027	45xxxx6Y7	1/1/2027	115,000.00	12.36 %
Texas Tech Univ Revs Taxable Fing Sys Ref Impt Bds 2025b 4.56% 2/15/2027	88xxxxKX9	2/15/2027	135,000.00	14.77 %
Louisiana Hsg Corp Single Family Mtg Rev Taxable Bds 2025b 4.56% 6/1/2027	54xxxxUB5	6/1/2027	245,000.00	26.51 %
2 - 3 Years				
MD St Cmnty Dev Admin Dept Hsg & Cmnty Dev Taxable Residential Rev Bds 4.522% 9/1/2027	57xxxxNW4	9/1/2027	250,000.00	49.97 %
New York NY Trans Auth 4.754% 11/1/2027	64xxxxQY7	11/1/2027	250,000.00	50.03 %

C.1 Ordinance 2025-08 Tentative Budget and Appropriation

RECOMMENDED **MOTION**: I move to Approve Ordinance 2025-08 – the **Tentative** Budget and Appropriation Ordinance for Fiscal Year 2025/26 in the amount of \$10,822,000, with a public hearing scheduled for September 16, 2025 at 7pm as presented.

BACKGROUND INFORMATION:

In compliance with Illinois Municipal Budget Law, 50 ILCS 330, as well as Illinois Public Library District Act 75 ILCS 16/30-85, the Fox River Valley Public Library District must adopt an Annual Budget and Appropriation Ordinance (B&A) by the end of the first quarter of the fiscal year. The B&A outlines the objects and purposes of expenditures and specifies the maximum amount which can be legally expended by the Library in the current Fiscal Year if sufficient funds are available.

Per Illinois law, the Board must hold a public hearing on the tentative B&A prior to adoption, and the date/time/location of the public hearing must be advertised in a local newspaper at least 30 days prior to the hearing. The law also requires that the tentative version of the B&A be available to the public for a minimum of 30 days prior to the hearing. Following your approval of the tentative B&A (which includes the date/time/location for the public hearing) at tonight's meeting, public notice of the hearing will be sent to the Daily Herald and the tentative B&A will be available on the library's website and on the public notice bulletin board by the Administrative Offices at the Dundee Library.

After the Board adopts the final Annual Budget and Appropriation Ordinance subsequent to the public hearing, Library Administration will begin working on this year's Levy Ordinance, which will fund FY26/27 expenditures.

ORDINANCE NO. 2025-08
TENTATIVE ANNUAL BUDGET AND APPROPRIATION ORDINANCE
FOR THE FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT,
KANE COUNTY, ILLINOIS, FOR FISCAL YEAR BEGINNING
JULY 1, 2025 AND ENDING JUNE 30, 2026

The **TENTATIVE** Budget and Appropriation Ordinance for the Fox River Valley Public Library District, Kane County, Illinois for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Whereas, the Illinois Municipal Budget Law, 50 ILCS 330, requires Illinois municipalities to adopt a combined annual budget and appropriation ordinance specifying the objects and purposes of expenditures; and the Illinois Public Library District Act, 75 ILCS 16/30-85, provides procedures for the passage of a budget and appropriation ordinance and a tax levy ordinance; and

Whereas, pursuant to the above and other statutes, an ordinance has been prepared in tentative form and made available for public inspection at least thirty (30) days prior to the adoption thereof, and a public hearing on said budget and appropriation ordinance has been held prior to final action hereon, and notice of said hearing was published at least thirty (30) days prior to said meeting in a newspaper published within the District.

NOW THEREFORE, BE IT ORDAINED by the Board of Library Trustees of the FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT, Kane County, Illinois, as follows:

Section 1: That the fiscal year for the FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT ("District") be, and the same is fixed and declared, the first day of July 2025 to the thirtieth day of June 2026.

Section 2: That the following budget containing an estimate of receipts and expenditures is hereby adopted for the General Corporate Fund and Special Reserve Fund of said District for the fiscal year 2025-2026.

I. GENERAL CORPORATE FUND

Estimated Fund Balance at the Beginning of Fiscal Year \$3,278,511

<u>Estimated Revenues</u>	<u>FY2526 Appropriation</u>
Property Tax Levy	\$4,462,000.00
Other Taxes	\$65,000
TIF and Impact Fee	\$28,000
Interest & Dividend Income	\$140,000
Grants	\$116,000
Monetary Gift	\$5,000
Print/copy, lost/ damaged, sales	\$10,300
License Plate Renewal	\$65,000
Other Income	\$2,475
Total Estimated Revenues	\$4,893,775
Total Estimated Funds Available	\$8,172,286

ORDINANCE NO. 2025-08
TENTATIVE ANNUAL BUDGET AND APPROPRIATION ORDINANCE

Estimated Expenditures

Transfer into Special Reserve Fund	\$300,000
Personnel Services/Benefits	\$3,470,000
Library Materials	\$454,000
Library Operations	\$535,000
Public Relations	\$140,000
General Programming	\$95,000
Computer	\$220,000
Professional fees	\$92,000
Transportation	\$10,000
Maintenance	\$230,500
Utilities	\$105,000
Capital Expense	\$105,000
Total Estimated Expenditures	\$5,756,500
Amount Appropriated for General Corporate Fund	\$5,756,500
Estimated Cash Balance End of Fiscal Year	\$2,415,786

II. SPECIAL RESERVE FUND

Estimated Fund Balance at the Beginning of the Fiscal Year	\$5,122,371
Transfer from Corporate Fund into Special Revenue Fund	\$300,000

Estimated Revenues

Interest & Dividend Income	\$100,000
Other income including grants	\$15,000
Total Estimated Revenues	\$115,000
Total Estimated Funds Available	\$5,537,371

Estimated Expenditures

Computer Equipment & Software	\$175,500
Maintenance	\$600,000
Capital Expense	\$4,290,000
Total Estimated Expenditures	\$5,065,500
Amount Appropriated, Special Reserve Fund	\$5,065,500
Estimated Cash Balance End of Fiscal Year	\$471,871

Appropriation Recapitulation

General Corporate Fund	\$5,756,500
Special Reserve Fund	\$5,065,500
Total Appropriation	\$10,822,000

ORDINANCE NO. 2025-08
TENTATIVE ANNUAL BUDGET AND APPROPRIATION ORDINANCE

Section 3: That there is hereby appropriated **TEN MILLION, EIGHT HUNDRED AND TWENTY-TWO THOUSAND DOLLARS (\$10,822,000)** from the taxes to be levied and other sources for the fiscal year, the same to be divided among the several objects and purposes as herein above specified in Section 2 for purposes of the Fox River Valley Public Library District for the fiscal year ending June 30, 2026.

Section 4: That the levy of taxes upon all taxable property within the corporate limits of the District subject to taxation for the year 2025 for the general corporate fund is authorized at applicable statutory rates and the County Clerk of Kane County, Illinois is authorized to extend taxes upon such property at such rate.

Section 5: Appropriations for all audit expenses, all liability insurance expenses, and all building and maintenance expenses are included in the appropriations for the General Corporate Fund and/or Special Reserve Fund.

Section 6: That all unexpended balances of any items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance.

Section 7: All unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to a special reserve fund as outlined in 75 ILCS 16/40-50. Special reserve fund balances shall be accumulated in this fund for the purposes of: acquisition of property on which to construct a new library, or the acquisition of property and building to construct and/or refurbish an existing building into a new library, or expand the existing library; a contingency fund for any construction project; capital improvement projects; planning expenses for Library construction projects; new technology for the library, including upgrades and enhancements to the network, software purchase, phased replacement of computers, printers, copiers and other equipment, and upgrades to the library systems and information software; the repair and replacement of major building systems.

Section 8: That the several amounts set opposite the several objects and purposes hereinabove set forth under the estimated expenditures for said District for the operation of the Library are hereby appropriated for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Section 9: That this Ordinance shall be published and shall be in full force and effect from and after its approval. A certified copy shall be filed with the County Clerk after adoption.

PASSED by the Board of Library Trustees of the FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT this 16th day of September 2025, pursuant to roll call vote as follows:

AYES: **To be voted on September 16, 2025**

NAYS: _____

ABSENT: _____

NOT VOTING: _____

ORDINANCE NO. 2025-08
TENTATIVE ANNUAL BUDGET AND APPROPRIATION ORDINANCE

Approved:

To be voted on September 16, 2025

Kristina Weber, Ph.D., President
Fox River Valley Public Library District

Attestation:

To be voted on September 16, 2025

Dan Wisniewski, Secretary
Fox River Valley Public Library District

ORDINANCE NO. 2025-08
TENTATIVE ANNUAL BUDGET AND APPROPRIATION ORDINANCE

A copy of this ordinance in tentative form is available for public inspection at the Library for at least thirty (30) days, and notice of public hearing is posted for at least thirty (30) days and by publication in a newspaper published within the District in substantially the following form:

Notice is hereby given that a public hearing will be held for the Annual Budget and Appropriation Ordinance for fiscal year July 1, 2025 to June 30, 2026 for the FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT, KANE COUNTY, ILLINOIS, on September 16, 2025 at 7pm at 555 Barrington Avenue, East Dundee, Illinois (Kane County).

The said ordinance in tentative form will be available for public inspection for at least thirty (30) days prior to the public hearing and may be accessed during regular business hours at the Library Administrative Office at 555 Barrington Avenue, East Dundee, Illinois, or via the Library's website at www.frvpld.info.

Dated this 12th day of August 2025

Dan Wisniewski, Secretary
Fox River Valley Public Library District
Board of Library Trustees

C.2 Contract for Architectural Services

RECOMMENDED **ACTION**: I move to approve the contract with Engberg Anderson Architects for the plan to update the Dundee library exterior/HVAC in the amount of **\$158,870.00** as presented.

BACKGROUND INFORMATION:

Fox River Valley Public Library District previously selected Engberg Anderson through an RFQ process and had contracted them to develop initial plan designs. This contract moves the project beyond the initial design phase and into/through implementation of the work, including detailed design work, construction documents, bidding, and construction administration.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2025 Building Improvements

Fox River Valley Public Library

THE OWNER:

(Name, legal status and address)

East Dundee, IL 60118

(847)

428-3661

THE ARCHITECT:

(Name, legal status and address)

Engberg Anderson, Inc., a service corporation

8618 West Catalpa Avenue, Suite

1116

Chicago, Illinois 60656

847-704-1300

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is

otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the

accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design

professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 Warranty

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

and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not

- in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 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 contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as

required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

Contractor has made reasonable objection.

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

account of portions of the Work done by such Subcontractor.

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

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

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and

insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms,

the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No

adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings

based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 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.

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Changes to original AIA text

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2025 Building Improvements

Fox River Valley Public Library

(847)

428-3661

Engberg Anderson, Inc., a service corporation

8618 West Catalpa Avenue, Suite

1116

Chicago, Illinois 60656

847-704-1300

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ARTICLE 1 GENERAL PROVISIONS

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

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

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- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers~~Suppliers;

Variable Information

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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 08:50:27 CDT on 07/17/2025 under Order No. 20250104343 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Thirtieth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

The Board of Library Trustees of the Fox River Valley Public Library District
555 Barrington Avenue
East Dundee, IL 60118
847-704-1300

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

Engberg Anderson, Inc.
320 East Buffalo Street, Ste. 500
Milwaukee, WI 53202
4149449000

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

Fox River Valley Public Library
East Dundee, IL
Roof, window, HVAC, and controls replacement. See 1.1.1 for more details.

The Construction Manager (if known):
(Name, legal status, address, and other information)

Lamp Incorporated
460 N. Grove Avenue
Elgin, IL 60120
847-741-7220

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

ROOF REPLACEMENT

- Replace the existing roof with a reinforced membrane TPO or EPDM material.
- Replace or Reuse associated flashings and copings.
- Replace roof drains.
- Evaluate and Replace or Reuse roof access hatch
- Provide roof top mechanical screening if required by local ordinances.
- Evaluate roof structure and provide reinforcement as necessary.

WINDOW REPLACEMENT

- Review options for window replacement with new insulated units: Wood Clad or Storefront.

ADDITIONAL WINDOWS

- Work concurrently with a separate interior design project to strategically add windows to the building for increased natural light and views. New windows are intended to match windows selected under the Window Replacement section.

HVAC EQUIPMENT REPLACEMENT

- Replace (12) roof top RTU units
- Review options for Variable Volume & Temperature Systems
- Review locations and replacement options for terminal Variable Air Volume boxes.
- Add reheat to locations as required to increase comfort and control.

CONTROLS REPLACEMENT

- Replace existing building automation system with open sourced control system
- Airbalance system

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The current Library facility and grounds, located at 555 Barrington Ave., East Dundee, IL 60118 are owned and operated by the Board of Library Trustees of the Fox River Valley Public Library District of Kane County, Illinois. Existing building was constructed in 1976 and underwent renovation in 2009. It currently consists of 34,000 square feet in a 2-1/2 story structure.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The initial project budget is set at \$3,300,000. Adjustments to scope and budget may be required as project develops and detailed estimates are prepared.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design is anticipated to go through the rest of the summer. Bidding is anticipated to take place in Fall with construction contracts signed by the end of the year, 2025.

.2 Construction commencement date:

Construction is anticipated to begin in the spring of 2026.

.3 Substantial Completion date or dates:

Spring of 2026 installation. Lead times and supply chain issues are outside the control of the Architect.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- ☒ [X] AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Phased construction to keep the majority of the Library's operations open to the public is an initial goal. The Library may elect to revise this goal as part of the planning process.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The Library has no specific requirement.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Kristi Howe
555 Barrington Avenue
East Dundee, IL 60118
847-428-3661
KHowe@frvpd.info

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None at the time of execution

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Lamp Incorporated
460 N. Grove Avenue
Elgin, IL 60120
847-741-7220

- .2 Land Surveyor:

None required.

- .3 Geotechnical Engineer:

None required.

- .4 Civil Engineer:

None required.

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Shaun Kelly, Principal
Engberg Anderson, Inc.
8618 West Catalpa Ave, Ste 1116, Chicago, IL 60656
847-704-1300

shaunk@engberganderson.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Spire Engineering
Brian Rinke
305 N. Plankinton Avenue
Milwaukee, WI 53203
414-278-9200

.2 Mechanical Engineer:

20/10 Engineering
Jeffrey Chamberlin, P.E., LEED AP
1216 Tower Road
Schaumburg, IL 60173
847-882-2010

.3 Electrical Engineer:

20/10 Engineering
Jeffrey Chamberlin, P.E., LEED AP
1216 Tower Road
Schaumburg, IL 60173
847-882-2010

§ 1.1.12.2 Consultants retained under Supplemental Services:

None at the time of execution.

§ 1.1.13 Other Initial Information on which the Agreement is based:

None at the time of execution.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use EA 203 2025 Building Information Modeling and Digital Data Exhibit to establish protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in EA 203 2025, Building Information Modeling and Digital Data Exhibit, and the requisite EA 203 2025 Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall work from the strategic planning services plan completed in 2025.

§ 3.3.3 The Architect shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Design Documents. If revisions to the Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Phase, the Architect shall incorporate the required revisions in the Construction Documents Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager. Subcontractors, suppliers, their agents or employees, or other persons or

entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by

the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the

parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Refinement of Improvement Scope
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Refer to Section 4.1.2.1.1
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Provided
§ 4.1.1.16 As-designed record drawings	Refer to Section 4.1.2.1.2
§ 4.1.1.17 As-constructed record drawings	Refer to Section 4.1.2.1.3
§ 4.1.1.18 Post-occupancy evaluation	Refer to Section 4.1.2.1.4
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Refer to Section 4.1.2.1.5
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1: Building Information Modeling

For projects where EA will prepare and share a three-dimensional (3D) model of systems designed by EA, the following will apply:

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User Notes:

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1. The purpose of EA's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.
2. It is the general intent for the model to be developed to the following levels:
 - a. Schematic Design (SD): No modeling
 - b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation
 - c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation to accommodate range of products specified (but not necessarily products included via substitution requests)
 - d. As-Built Drawings: By Contractor
3. The model is only inclusive of those systems and trades designed by EA. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.
4. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
5. The model is not intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve all collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
6. Revit Structure 2020 and Revit MEP 2020 will be used by consultant teams. Architectural models will be provided to consultant teams by EA in Revit Architecture 2020.
7. EA will update its model prior to major project milestones provided a model of the architectural systems is received in a timely manner prior to such milestones.
8. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
9. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.
10. Other firms preparing models to be shared with and from EA will work with EA to create custom views/visibility settings suited to each firm's needs for use throughout the project.
11. Reflected ceiling plans (RCPs) will be provided by EA by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided by EA by 50% CD.
12. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to EA.
13. The Contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.
14. The model may be provided to others, including contractors, with EA's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with EA reserving all proprietary rights.
15. The Contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
16. Updates to the model during construction, including as-built modeling, will be prepared by the Contractor.

§ 4.1.2.1.2: As-Designed Record Drawings

Architect shall supply copy of design drawings with Construction Phase modifications.

§ 4.1.2.1.3: As-Constructed Record Drawings

Architect's standard procedure is to monitor contractor's compliance with requirements to maintain current and accurate as-built drawings. Non-compliance will be the basis for withholding payment of the administrative fees associated with that month's application for payment.

§ 4.1.2.1.4: Post Occupancy Evaluation

Architect's standard 10-month review of building components and warranty issues.

§ 4.1.2.1.5: Coordination with Owner's Consultants

Architect will assist the Owner in securing proposals from various sources related to Owner Supplied Information including, if needed, geotechnical services, environmental services, surveys, roof inspections, retro-commissioning and others based on project requirements.

Architect will coordinate with Owner's Library Experience Coordinator on explorations, reviews, revisions and other Owner-authorized activities.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;

- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of

these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™- 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating

to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

- .1 Drawings of the existing building:**
 - .1 Original building drawings
 - .2 Renovation drawings
 - .3 Plumbing, fire protection, heating ventilating and air conditioning (HVAC), and electrical.
 - .4 Site plan.
 - .5 Architectural floor plans, roof plan, exterior elevations and building sections.
- .2 Repair or evaluation reports:**
 - .1 Environmental assessments.
 - .2 Abatement reports.
- .3 Building system contact information.**
 - .1 Preferred mechanical and plumbing service contractor.
 - .2 Preferred temperature control service contractor, if different.
 - .3 Operations and Maintenance (O & M) manuals.
- .4 Other condition studies or reports relevant to assessing the condition of the facility.**

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality

or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this

Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Fifteen percent of the remaining fee at the time project is resumed.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services designated as included in the Basic Services are included in the Basic Services fee to the extent noted in Section 4.1.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As agreed in writing between the parties prior to the commencement of any such services on the part of the Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As agreed in writing between the parties prior to the commencement of any such services on the part of the Architect's consultants.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design	\$48,790.00
Contract Documents	\$62,920.00
Bidding	\$10,040.00
Construction Administration	\$38,120.00
<hr/>	
Total Fee	\$158,870.00

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Partner	220
Principal	185
Senior Interior Designer	165
Senior Project Team Leader	155
Project Team Leader	145
Project Architect	140
Project Designer	130
Interior Designer	125
Designer	120
Project Production	100
Administrative/Graphic Support	95

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by

the Architect for the additional coverages as set forth below;
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

At the rate equal to the additional cost of the required coverage.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect will be determined and shall be made upon execution of an amendment to this Agreement. That initial payment shall be for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments based on the invoices shall be made in accordance with the Library's established review and approval procedures and in accordance with the provisions of Local Government Prompt Payment Act, as amended, that call for payment within 30 days after approval of the invoice by the Board of Library Trustees (50ILCS 505/1 *et seq.*)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Assumptions

- .1 This Proposal assumes that there will not be any major HVAC renovations to the ductwork or terminal equipment layout as part of this project. If significant changes to the building system layout will be required, additional services and fees will be required.
- .2 Documents prepared by the Architect and Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Architect and Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
- .3 Existing base building systems are code compliant and have adequate capacity to support the project requirements. The design for modifications, replacements, or replacement installations of the base building system to support the project will be considered an additional service.
- .4 Where existing systems are to be revised and reused, pre-testing documentation of system capabilities in the area of work will be provided, as requested, prior to the start of the design phase. The pre-testing information required may include HVAC system performance and electrical system loads. If such information is not available, or if the systems have not been documented within the last two years, the Architect / Engineer will assist the Owner in developing a scope of work that can be provided to a testing firm, who will complete the documentation of the systems. The cost of the testing firm and its documentation of the systems is not included in this fee proposal.
- .5 A complete list of Owner-furnished equipment will be provided to the Architect / Engineer, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues. Information on occupancy, loading, and

associated personal/office equipment for each space will be provided to the Architect / Engineer prior to completion of the design phase. »

§ 12.2 Exclusions

- .1 Building Assessment –
- .3 Design of technology systems not specifically noted herein.
- .4 LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
- .5 Revising equipment layout and connections, and floor plan modifications, after construction drawings and specifications are complete.
- .6 Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
- .7 Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
- .8 Systems commissioning. Please be advised that commissioning may be required by some energy conservation codes, even though it is excluded from this Proposal. If commissioning is required, the project engineer can provide a proposal for additional services, or systems commissioning may be conducted by a third party.
- .9 Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:

EA 203 2025 Building Information Modeling and Digital Data Exhibit

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ [X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

AIA Document A201-2017, General Conditions of the Contract for Construction

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Rider to B133-2019 dated 7/28/2025

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

OWNER (Signature)

BY: Kristi Howe, Executive Director

(Printed name and title)

ARCHITECT (Signature)

BY: Shaun Kelly, Principal

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B133® – 2019

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 16:13:05 CDT on 07/28/2025.

Changes to original AIA text

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§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use EA 203 2025 Building Information Modeling and Digital Data Exhibit to establish protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in EA 203 2025, Building Information Modeling and Digital Data Exhibit, and the requisite EA 203 2025 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.

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§ 3.3-Schematic-Design Phase Services

§ 3.3.2 The Architect shall ~~prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Projectwork from the strategic planning services plan completed in 2025.~~

§ 3.3.3 The Architect shall ~~present its preliminary evaluation to the Owner and Construction Manager and shall~~ discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices ~~and building orientation~~, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.6 The Architect shall submit the ~~Schematic-Design~~ Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the ~~Schematic-Design~~ Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the ~~Schematic-Design~~ Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the ~~Schematic-Design~~ Documents. If revisions to the ~~Schematic-Design~~ Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the ~~Schematic-Design~~ Phase, the Architect shall incorporate the required revisions in the ~~Design-Development~~Construction Documents Phase.

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§ 3.4-Design-Development-Phase-Services

§ 3.4.1 ~~Based on the Owner's approval of the Schematic-Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design-Development Documents for the Construction Manager's review and the Owner's approval. The Design-Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic-Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design-Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

§ 3.4.2 ~~Prior to the conclusion of the Design-Development Phase, the Architect shall submit the Design-Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design-Development Documents.~~

§ 3.4.3 ~~Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design-Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design-Development Documents.~~

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Refinement of Improvement Scope
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Refer to Section 4.1.2.1.1
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Provided
§ 4.1.1.16 As-designed record drawings	Refer to Section 4.1.2.1.2
§ 4.1.1.17 As-constructed record drawings	Refer to Section 4.1.2.1.3
§ 4.1.1.18 Post-occupancy evaluation	Refer to Section 4.1.2.1.4
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Refer to Section 4.1.2.1.5
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2.1.1: Building Information Modeling

1. The purpose of EA's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.

2. It is the general intent for the model to be developed to the following levels:

- a. Schematic Design (SD): No modeling

- b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation
 - c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation to accommodate range of products specified (but not necessarily products included via substitution requests)
 - d. As-Built Drawings; By Contractor
3. The model is only inclusive of those systems and trades designed by EA. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.
 4. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
 5. The model is not intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve all collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
 6. Revit Structure 2020 and Revit MEP 2020 will be used by consultant teams. Architectural models will be provided to consultant teams by EA in Revit Architecture 2020.
 7. EA will update its model prior to major project milestones provided a model of the architectural systems is received in a timely manner prior to such milestones.
 8. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
 9. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.
 10. Other firms preparing models to be shared with and from EA will work with EA to create custom views/visibility settings suited to each firm's needs for use throughout the project.
 11. Reflected ceiling plans (RCPs) will be provided by EA by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided by EA by 50% CD.
 12. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to EA.
 13. The Contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.
 14. The model may be provided to others, including contractors, with EA's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with EA reserving all proprietary rights.
 15. The Contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
 16. Updates to the model during construction, including as-built modeling, will be prepared by the Contractor.

§ 4.1.2.1.2: As-Designed Record Drawings

Architect shall supply copy of design drawings with Construction Phase modifications.

§ 4.1.2.1.3: As-Constructed Record Drawings

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Architect's standard procedure is to monitor contractor's compliance with requirements to maintain current and accurate as-built drawings. Non-compliance will be the basis for withholding payment of the administrative fees associated with that month's application for payment.

§ 4.1.2.1.4: Post Occupancy Evaluation

Architect's standard 10-month review of building components and warranty issues.

§ 4.1.2.1.5: Coordination with Owner's Consultants

Architect will assist the Owner is securing proposals from various sources related to Owner Supplied Information including, if needed, geotechnical services, environmental services, surveys, roof inspections, retro-commissioning and others based on project requirements.

Architect will coordinate with Owner's Library Experience Coordinator on explorations, reviews, revisions and other Owner-authorized activities.

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.1 Drawings of the existing building:

- .1 Original building drawings
- .2 Renovation drawings
- .3 Plumbing, fire protection, heating ventilating and air conditioning (HVAC), and electrical.
- .4 Site plan.
- .5 Architectural floor plans, roof plan, exterior elevations and building sections.

.2 Repair or evaluation reports:

- .1 Environmental assessments.
- .2 Abatement reports.

.3 Building system contact information.

- .1 Preferred mechanical and plumbing service contractor.
- .2 Preferred temperature control service contractor, if different.
- .3 Operations and Maintenance (O & M) manuals.

.4 Other condition studies or reports relevant to assessing the condition of the facility.

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[] — Other: *(Specify)*

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§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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~~2 — Percentage Basis~~

~~— *(Insert percentage value)*~~

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~3 — Other~~

~~— *(Describe the method of compensation)*~~

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

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Schematic Design Phase	percent (%) \$48,790.00
Design Development Phase	percent (%) 62,920.00
Contract Documents	
Construction Documents	percent (%) 10,040.00
Phase Bidding	
Construction Phase Administration	percent (%) 38,120.00
<hr/>	
Total Basic Compensation Fee	one hundred percent (100.00 %) \$158,870.00

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category	Rate (\$0.00)
<u>Partner</u>	<u>220</u>
<u>Principal</u>	<u>185</u>
<u>Senior Interior Designer</u>	<u>165</u>
<u>Senior Project Team Leader</u>	<u>155</u>
<u>Project Team Leader</u>	<u>145</u>
<u>Project Architect</u>	<u>140</u>
<u>Project Designer</u>	<u>130</u>
<u>Interior Designer</u>	<u>125</u>
<u>Designer</u>	<u>120</u>
<u>Project Production</u>	<u>100</u>
<u>Administrative/Graphic Support</u>	<u>95</u>

- ~~.2 Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3 Permitting and other fees required by~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

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- ~~.10~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect ~~of (\$) will be determined and shall be made upon execution of an amendment to this Agreement. That initial payment shall be for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments ~~are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~0%~~

based on the invoices shall be made in accordance with the Library's established review and approval procedures and in accordance with the provisions of Local Government Prompt Payment Act, as amended, that call for payment within 30 days after approval of the invoice by the Board of Library Trustees (50ILCS 505/1 et seq.)

§ 12.1 Assumptions

- ~~.1 This Proposal assumes that there will not be any major HVAC renovations to the ductwork or terminal equipment layout as part of this project. If significant changes to the building system layout will be required, additional services and fees will be required.~~

- .2 Documents prepared by the Architect and Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Architect and Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

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- .3 Existing base building systems are code compliant and have adequate capacity to support the project requirements. The design for modifications, replacements, or replacement installations of the base building system to support the project will be considered an additional service.
- .4 Where existing systems are to be revised and reused, pre-testing documentation of system capabilities in the area of work will be provided, as requested, prior to the start of the design phase. The pre-testing information required may include HVAC system performance and electrical system loads. If such information is not available, or if the systems have not been documented within the last two years, the Architect / Engineer will assist the Owner in developing a scope of work that can be provided to a testing firm, who will complete the documentation of the systems. The cost of the testing firm and its documentation of the systems is not included in this fee proposal.
- .5 A complete list of Owner-furnished equipment will be provided to the Architect / Engineer, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to the Architect / Engineer prior to completion of the design phase. »

§ 12.2 Exclusions

- .1 Building Assessment –
- .3 Design of technology systems not specifically noted herein.
- .4 LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
- .5 Revising equipment layout and connections, and floor plan modifications, after construction drawings and specifications are complete.
- .6 Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
- .7 Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
- .8 Systems commissioning. Please be advised that commissioning may be required by some energy conservation codes, even though it is excluded from this Proposal. If commissioning is required, the project engineer can provide a proposal for additional services, or systems commissioning may be conducted by a third party.
- .9 Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

~~[] — AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager-as-Constructor Edition dated as indicated below:~~

~~— (Insert the date of the E234-2019 incorporated into this agreement.)~~

☒ Other Exhibits incorporated into this Agreement:

Variable Information

PAGE 1

AGREEMENT made as of the Thirtieth day of June in the year Two Thousand Twenty-Five

The Board of Library Trustees of the Fox River Valley Public Library District

555 Barrington Avenue
East Dundee, IL 60118

847-704-1300

Engberg Anderson, Inc.

320 East Buffalo Street, Ste. 500
Milwaukee, WI 53202

4149449000

Fox River Valley Public Library

East Dundee, IL

Roof, window, HVAC, and controls replacement. See 1.1.1 for more details.

Lamp Incorporated

460 N. Grove Avenue
Elgin, IL 60120

847-741-7220

PAGE 2

ROOF REPLACEMENT

- Replace the existing roof with a reinforced membrane TPO or EPDM material.
- Replace or Reuse associated flashings and copings.
- Replace roof drains.
- Evaluate and Replace or Reuse roof access hatch
- Provide roof top mechanical screening if required by local ordinances.
- Evaluate roof structure and provide reinforcement as necessary.

WINDOW REPLACEMENT

- Review options for window replacement with new insulated units: Wood Clad or Storefront.

ADDITIONAL WINDOWS

- Work concurrently with a separate interior design project to strategically add windows to the building for increased natural light and views. New windows are intended to match windows selected under the Window Replacement section.

HVAC EQUIPMENT REPLACEMENT

- Replace (12) roof top RTU units
- Review options for Variable Volume & Temperature Systems
- Review locations and replacement options for terminal Variable Air Volume boxes.
- Add reheat to locations as required to increase comfort and control.

CONTROLS REPLACEMENT

- Replace existing building automation system with open sourced control system
- Airbalance system

PAGE 3

The current Library facility and grounds, located at 555 Barrington Ave., East Dundee, IL 60118 are owned and operated by the Board of Library Trustees of the Fox River Valley Public Library District of Kane County, Illinois. Existing building was constructed in 1976 and underwent renovation in 2009. It currently consists of 34,000 square feet in a 2-1/2 story structure.

The initial project budget is set at \$3,300,000. Adjustments to scope and budget may be required as project develops and detailed estimates are prepared.

Design is anticipated to go through the rest of the summer. Bidding is anticipated to take place in Fall with construction contracts signed by the end of the year, 2025.

Construction is anticipated to begin in the spring of 2026.

Spring of 2026 installation. Lead times and supply chain issues are outside the control of the Architect.

N/A

- [X] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

Phased construction to keep the majority of the Library's operations open to the public is an initial goal. The Library may elect to revise this goal as part of the planning process.

The Library has no specific requirement.

PAGE 4

Kristi Howe

555 Barrington Avenue
East Dundee, IL 60118

847-428-3661

KHowe@frvpld.info

None at the time of execution

Lamp Incorporated

460 N. Grove Avenue

Elgin, IL 60120

847-741-7220

None required.

None required.

None required.

N/A

PAGE 5

Shaun Kelly, Principal

Engberg Anderson, Inc.

8618 West Catalpa Ave, Ste 1116, Chicago, IL 60656

847-704-1300

shaunk@engberganderson.com

Spire Engineering

Brian Rinke

305 N. Plankinton Avenue
Milwaukee, WI 53203

414-278-9200

2010 Engineering

Jeffrey Chamberlin, P.E., LEED AP

1216 Tower Road
Schaumburg, IL 60173

847-882-2010

2010 Engineering

Jeffrey Chamberlin, P.E., LEED AP

1216 Tower Road
Schaumburg, IL 60173

847-882-2010

None at the time of execution.

None at the time of execution.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00) in the aggregate.

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§ 4.1.2.1.1: Building Information Modeling

For projects where EA will prepare and share a three-dimensional (3D) model of systems designed by EA, the following will apply:

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N/A

PAGE 15

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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☒ [X] Litigation in a court of competent jurisdiction

PAGE 21

None

Fifteen percent of the remaining fee at the time project is resumed.

PAGE 22

Services designated as included in the Basic Services are included in the Basic Services fee to the extent noted in Section 4.1.1.

As agreed in writing between the parties prior to the commencement of any such services on the part of the Architect.

As agreed in writing between the parties prior to the commencement of any such services on the part of the Architect's consultants.

Schematic-Design Phase	-percent (- %) \$48,790.00
Design-Development Phase <u>Contract Documents</u>	-percent (- %) \$62,920.00
Construction Documents-Phase <u>Bidding</u>	-percent (- \$10,040.00 -%)
Construction Phase <u>Administration</u>	-percent (- %) \$38,120.00
<hr/>	
Total Basic Compensation <u>Fee</u>	one hundred percent (-100.00 -%) \$158,870.00

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

At the rate equal to the additional cost of the required coverage.

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EA 203 2025 Building Information Modeling and Digital Data Exhibit

☒ Other Exhibits incorporated into this Agreement:

AIA Document A201-2017, General Conditions of the Contract for Construction

Rider to B133-2019 dated 7/28/2025

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 16:13:05 CDT on 07/28/2025 under Order No. 20250104343 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RIDER TO B133-2019

For Inclusion in a Standard Form of Agreement Between Owner and Architect, Construction Manager as
Constructor Addition ("Agreement")
(AIA Document B133-2019) dated June 30, 2025 Between
The Fox River Valley Public Library ("Owner")
and Engberg Anderson, Inc. ("Architect")

("2025 Building Improvements", and as set forth more fully in Article 1 of AIA B133-2019)

For information purposes, Lamp Incorporated is the Construction Manager for the Project

- A. This Rider to B133-2019 ("Rider") applies to all services to be provided by Architect pursuant to the Agreement and thus is incorporated into all Service Orders, if any, executed for the Project.
- B. All representations made by the Owner in the Contract Documents that complete the Agreement are made to the best of Owner's actual knowledge and belief.
- C. An initial project budget of \$3,300,000.00 is established subject to adjustments in scope and budget as may be required as the project develops and detailed estimates are prepared. The Architect's fee for Basic Services (Design, Contract Documents, Bidding and Construction Administration) is a stipulated sum of \$159,870.00.
- D. Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. * The parties intend that modifications in the Agreement or Contract Documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
- E. In the event the Architect authorizes minor changes or minor modifications in the Work (i.e., changes or modifications not requiring Change Orders and Construction Change Directives), the Architect will advise the Owner in writing of such changes and modifications as soon as reasonably possible.
- F. The Architect's standard of care shall be the standard of care consistent with those usual and customary standards of professional care, skill, and diligence which are, at the time of performance of services under this Agreement, commonly followed by the Architects performing the same or similar services in the locale in which the Project is located ("Standard of Care"). The Architect shall

* (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privy, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.

(b) No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission . . .

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the Architect's services. Notwithstanding any other representations made elsewhere in this Rider, the Agreement, any Service Order, or in the execution of the Project, this Standard of Care shall not be modified. The Architect shall provide its services and deliverables (drawings, specifications, electronic files, if any) consistent with this Standard of Care.

- G. The responsibilities/liabilities of the Owner and the Architect and their consultants, agents and employees and any direct damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law, the conclusion of the dispute resolution process, and other terms and conditions of the Agreement Between Owner and Architect.
- H. In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the Owner and the Architect arising out of or relating to this Agreement shall be submitted to non-binding mediation at a venue mutually agreed upon by Owner and Architect. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Architect shall be resolved in the Circuit Court of Lake County, Illinois in accordance with Illinois law.
- I. Prior to the start of construction, the Owner, and its insurance or legal advisors, or the Construction Manager will provide to the Architect written confirmation that the Contractor has insurance coverages and bonds in accordance with the Contractor's contractual obligations in the Owner-Contractor Agreement.
- J. Neither the Owner nor the Architect has responsibility for job site safety.
- K. Neither the Owner nor the Architect has responsibility for constructions means, methods, techniques, sequences, or procedures, and/or safety precautions and programs.
- L. No substitutions proposed by the Contractor shall be recommended by the Architect unless the substitutions are of equal quality or better. The Architect has no duty to consider nor review or approve Contractor-recommended substitutions unless such substitutions are allowable under the Architect's specifications.
- M. The final installment payment for architectural services is not due until completion of the Construction Phase and Architect's approval of the Contractor's final Certificate for Payment or until sixty (60) days after the Architect's issuance of the Certificate of Substantial Completion, whichever date is sooner.
- N. Claims:
 - a) For claims regarding professional liability, the Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees, and its consultants and subconsultants in the performance of professional services under this Agreement. The Architect has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Architect's finally determined percentage of liability based upon the comparative fault of the Architect, its

employees, and its consultants and subconsultants.

- b) For claims not involving allegations of professional liability, Architect agrees to defend, indemnify, and hold harmless the Owner from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, or expenses and fees are caused by Architect's failure to fulfill the Architect's obligations.
 - c) Owner agrees to defend, indemnify, and hold harmless the Architect from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, expenses and fees are caused by Owner's failure to fulfill the Owner's obligations.
 - d) In the event such claims, losses, damages, or expenses and fees are caused by the joint or concurrent failure of Architect and Owner, they shall be borne by each party in proportion to its own failure.
- O. Owner or Architect shall each be responsible for its own attorneys' fees, expert witness fees, and costs in any dispute and dispute resolution proceeding unless otherwise determined at the conclusion of binding dispute resolution.
- P. OMITTED. This paragraph "P" retained as a place holder.
- Q. OMITTED. This paragraph "Q" retained as a place holder.
- R. The Architect shall perform its services and provide its drawings, specifications and other design documents consistent with the Standard of Care defined herein.
- S. Architect shall provide Owner with documents prepared by Architect and its Consultants not containing and marked as trade secrets or commercial or confidential information reasonably requested by Owner to enable Owner to respond timely to requests to Owner for Architect's documents pursuant to the Freedom of Information Act.
- T. The Owner shall not be obligated to pay Architect for any "Additional Services" unless such Additional Services" have been approved in writing by the Owner.
- U. At no additional cost to the Owner, the Architect shall clarify, correct or revise the Construction Documents as may be reasonably required to address negligent errors, omissions or incompleteness inconsistent with Architect's obligations under the Standard of Care.
- V. OMITTED. This paragraph "V" retained as a place holder.
- W. OMITTED. This paragraph "W" retained as a place holder.
- X. In accordance with the Standard of Care, the Architect shall prepare the Construction Documents consistent with applicable codes existing on the date of completion of the Construction Documents. In doing so, the Architect may obtain and rely upon the advice of other professionals, building officials, and other qualified persons as to the intent and meaning of such laws, codes, and regulations. The Owner recognizes that interpretations by governmental officials and other authorities having jurisdiction (collectively "Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Construction

Documents are required because of an interpretation by the Code Authority that had not been previously given or that, if given, is different than a prior interpretation of the Code Authority, the Architect shall implement the required modifications in a timely manner. The parties acknowledge that submittal of Construction Documents for permit routinely results in comments, questions, and change requests by the Code Authority, and the Architect shall be allowed reasonable time to implement such changes and/or provide the requested information.

Y. The Construction Documents shall be prepared in accordance with the Standard of Care with sufficient clarity for use by a qualified contractor to implement the construction work ("Work") in accordance with the Contract Documents defined in the Owner-Contractor Agreement.

Z. OMITTED. This paragraph "Z" retained as a place holder.

AA. In projects flowing from the Agreement and this Rider, regardless of project size, value or scope, and regardless of whether the project was or will be competitively bid, the Architect shall include as part of the Specifications and Owner's Supplemental Conditions of the Owner-Contractor Agreement the following:

- 1) For all contracts or series of contracts or projects over \$25,000, Contractor must provide a Performance Bond and Payment Bond acceptable to Owner.
- 2) Where Performance Bonds are required by the Agreement and this Rider, Performance Bonds to be provided (AIA Form) shall contain the following language:

"Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein, and further, the parties intend that modifications in the Agreement or Contract Documents or Performance Bond of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect."

- 3) Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. * The parties intend that modifications in the Agreement or Contract Documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
- 4) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Owner and Architect, its agents, employees and consultants for bodily injury, sickness, disease or

* (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privity, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.

(b) No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission . . .

death caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner and Architect shall be primary insurance for the Owner and Architect with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.

- a) Such insurance shall be written to include the following coverages and for not less than the following minimum limits, or greater if required by law:

i. General Liability:

1. Commercial General Liability
2. Occurrence Basis
3. Limits:
 - a. General Aggregate - \$2,000,000
 - b. Products – Comp / Ops Aggregate - \$1,000,000
 - c. Personal & Advertising Injury - \$1,000,000
 - d. Each Occurrence - \$1,000,000
 - e. Fire Damage (any one fire) - \$50,000
 - f. Medical Expense (any one person) - \$5,000

ii. Automobile Liability

1. Any Auto Owned by Contractor
2. Hired Autos
3. Non-Owned Autos
4. Limits:
 - a. Combined Single Limit - \$1,000,000

iii. Umbrella / Excess Liability

1. Limits:
 - a. Each Occurrence - \$5,000,000 over primary insurance
 - b. Aggregate - \$5,000,000 over primary insurance

iv. Workers' Compensation and Employers' Liability

1. State: Statutory
2. Employers' Liability Limits:
 - a. Each Accident - \$1,000,000
 - b. Disease-Policy Limit - \$1,000,000
 - c. Disease-Each Employee - \$1,000,000

The General Liability policy shall include an endorsement identifying Owner as an Additional Insured for all work performed at any location on ISO Forms CG2010 07/04 and CG2037 07/04 or their equivalent. The coverage afforded all the Additional Insureds under the policy shall be endorsed as Primary and Non-Contributory with respect to any insurance maintained by or available to the Additional Insureds, including waiver of rights of subrogation for all work performed in all locations.

Workers Compensation and Occupational Disease Insurance in accordance with applicable state and federal laws, and Employer Liability Insurance with a limit of liability of at least \$1,000,000.00. Coverage afforded under all contractor's policies shall be endorsed with waiver of rights of subrogation protecting the Owner.

All endorsements, including but not limited to, Additional Insured and Waiver of Subrogation Rights endorsements, will be submitted with current Certificate of Insurance.

The Umbrella/Excess Liability is to be follow form, including Additional Insureds under the Contractor's policy shall be endorsed as Primary and Non-Contributory with respect to any insurance maintained by or available to the Additional Insureds, including waiver of rights of subrogation for all work performed in all locations.

- 5) The Contractor and every subcontractor expressly waive so-called Kotecki rights under Illinois worker's compensation statutes even though Owner has retained all such rights.
- 6) Work will not begin nor will any payment be authorized absent submission by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from the contractor's insurance company.
- 7) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the "As built" drawings from the Contractor are a condition of receipt of the Contractor's final payment.
- 8) The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law, insurance coverage, caps or limitations notwithstanding. By way of this provision, the parties intend that any limitations in the Agreement of the amounts or types of damages available to the parties shall be given no effect.
- 9) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor shall reimburse the Owner for all reasonable fees charged to the Owner by the Architect, if any, which the Owner incurs as a result of the Contractor's failure to fulfill the Contractor's obligations including, without limitation, timely completion of the project.
- 10) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the Owner in enforcing the terms and provisions of this Agreement and in defending any proceeding to which the Owner is made a party as result of the acts or omissions of the Contractor.
- 11) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor shall defend, indemnify, and hold harmless Owner and Architect from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
- 12) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes

between the Owner and the Contractor arising out of or relating to this Agreement shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractors shall be resolved in the Circuit Court of Cook County, Illinois in accordance with Illinois law. Contractor shall obtain lien waivers for all labor and materials for the project.

- 13) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor acknowledges sole responsibility for determining the nature and extent of any and all work required to complete the Project.
- 14) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that neither the Owner nor the Architect has responsibility for constructions means, methods, techniques, sequences, or procedures, and/or safety precautions and programs.
- 15) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.
- 16) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.
- 17) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the property.
- 18) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor's standard of performance shall be consistent with those usual and customary standards of construction implementation, professional care, skill, and diligence which are, at the time of performance of services under this Agreement, commonly followed by Contractors performing the same or similar services in the locale in which the Project is located. Consistent with this performance standard the Contractor shall also be cognizant of its duties to perform the Work consistent with construction industry and manufacturers' standards inclusive of warranties and guarantees and the following:
 - a) vis-à-vis assessing compliance with the Drawings and Specs; and
 - b) to confirm in writing, when appropriate, interpretations by government officials of building codes and applicable regulations.
- 19) The Architect shall specify, or the Owner shall include in the Owner's supplementary or general conditions of the Owner-Contractor Agreement, that the Contractor, at Contractor's expense, will obtain and maintain all necessary permits and licenses.
- 20) The Architect shall specify, or the Owner shall include in the Owner's supplementary or

general conditions of the Owner-Contractor Agreement, that the Contractor shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.

- 21) The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"). All information submitted by Contractor to Owner is subject to disclosure to third parties in accordance with FOIA. If Contractor intends for Owner to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, Contractor must include with its bid written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any information submitted which is not so marked by Contractor at the time of bid submittal will be presumed to be open to public inspection. Contractor may be required to substantiate the basis for its claims. Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release Contractor's information in response to a FOIA request.

T. THIS RIDER TO B133-2019 (RIDER) IS THE LAST ARTICLE TO THE AGREEMENT AND IS EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND ANY OTHER PROVISIONS OF THE AGREEMENT, THIS RIDER CONTROLS. THIS PARAGRAPH IS STATED IN ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES' UNDERSTANDING OF THE PRECEDENCE THIS RIDER TAKES OVER ANY OTHER PROVISIONS OF THE AGREEMENT.

SK

Architect (Initial)

Date Initialed: 7/28/25

Owner (Initial)


Date Initialed: _____

ENGBERG ANDERSON, INC.

BOARD OF LIBRARY TRUSTEES

FOX VALLEY GROVE PUBLIC
LIBRARY

By:


Shaun Kelly
President

By:

Kristina Weber, Ph.D
President

Date Signed: 7/28, 2025

Date Signed: _____, 2025