



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor

Tuesday, November 25, 2025
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member John Sweeney
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – None
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
 - A. Approval of October 23, 2025 minutes
 - B. Layover of November 13, 2025 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee.....John Butitta, Committee Chairman
 1. Committee Report
 2. Ordinance for a Budget Amendment for Cameras and Access Card Readers to be Laid Over

3. Ordinance for a Budget Amendment for E-Citation Software Replacement to be Laid Over
 4. Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
 5. Ordinance for a Budget Amendment for Fiscal Year 2025 Year End Adjustments to be Laid Over
- B. Zoning Committee **Jim Webster, Committee Chairman**
Planning and/or Zoning Requests:
1. Z-05-25 A Map Amendment to Rezone 5.28 +/- Acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 13255 Edwardsville Road, Winnebago, IL 61088 in Seward Township , District 1, LESA: NA, 2030 LRMP MAP: YES, ZBA: Approval (7-0), ZC: TBD.
 2. Committee Report: ZBA meeting 12/10/25, ZC meeting TBD
- C. Economic Development Committee **John Sweeney, Committee Chairman**
1. Committee Report
- D. Operations and Administrative Committee **Paul Arena, Committee Chairman**
1. Committee Report
2. Resolution Awarding Renewal with Tokio Marine HCC for Stop-Loss Insurance Coverage on the Group Medical Plans
3. Resolution Awarding Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage
4. Resolution Awarding Purchase of Recorder's Office Remodel Using Fee Funds
5. Resolution Awarding IT Ticketing and Patch Management 3 Year Renewal
6. Ordinance Amending Section 62-242 (Claim Settlement Policies) of the Winnebago County Code of Ordinances to be Laid Over
7. Ordinance Amending Chapter 50, Article V, Division 3 of the Winnebago County Code of Ordinances to Regulate Noise in Unincorporated Winnebago County, Illinois to be Laid Over
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report
- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
1. Committee Report
2. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
10. Unfinished Business**Chairman Joseph Chiarelli**

Appointments read in on October 23, 2025

- A. Winnebago County Rail Authority, Annual Compensation: None
1. David Anspaugh (New Appointment), Rockford, Illinois, to serve a 3-year term expiring November 2028
- B. North Park Fire Protection District, Annual Compensation: \$1,500

- 1. Hannelore Reiger (New Appointment), Machesney Park, Illinois, to serve a 3-year term expiring November 2028

- 11. **New Business.....Chairman Joseph Chiarelli**
(Per County Board rules, passage will require a suspension of Board rules).
- 12. **Announcements & Communications Clerk Lori Gummow**
A. Correspondence (see packet)
- 13. **AdjournmentChairman Joseph Chiarelli**

Next Meeting: Thursday, December 11, 2025

**Awards,
Presentations,
Public Hearings
and Public Participation**

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 23, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 23, 2025 at 6:00 p.m.
2. Board Member Nabors gave the invocation and led the Pledge of Allegiance.

Dr. Michael Thompson asked for a moment of silence for former senator Darren Bailey's son and his family who perished in a helicopter crash.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, Nabors, Penney, Scrol, Sweeney, Tassoni, Dr. Thompson, R. Thompson, Valdez and Webster. (Board Member McDonald was absent.)

AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS

5. Awards - None

Presentations- RAVE FY25 Presentation by Chairman Craig Thomas and General Manager, Gretchen Gilmore. Discussion by Board Members Sweeney and Penney.

Public Hearings - None

Public Participation - L.C. Wilson, Veteran's Stand Down., Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of September 25, 2025 and layover County Board Minutes of October 9, 2025, seconded by Board Member Dr. Michael Thompson. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 23, 2025. Board Member McCarthy a motion to approve the Consent Agenda which includes the Raffle

Report and Auditor's Report, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

APPOINTMENTS

8. Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)

A. Winnebago County Rail Authority, Annual Compensation: None

1. David Anspaugh (New Appointment), Rockford, Illinois, to serve a 3-year term expiring November 2028

B. North Park Fire Protection District, Annual Compensation: \$1,500

1. Hannelore Reiger (New Appointment), Machesney Park, Illinois, to serve a 3-year term expiring November 2028

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to suspend the rules on Agenda Items 2. Thru 14 (as listed below), seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Board Member Butitta made a motion to approve Agenda Items 2. Thru 14. (as listed below), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
2. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the General Fund to be Laid Over
3. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the IMRF Fund to be Laid Over
4. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the County Highway Fund to be Laid Over
5. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the County Bridge Fund to be Laid Over
6. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Federal Aid Matching Fund to be Laid Over
7. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Health Department Fund to be Laid Over

8. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Tort Judgement and Liability Fund to be Laid Over
9. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Social Security Fund to be Laid Over
10. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Veterans Assistance Fund to be Laid Over
11. Ordinance to Authorize a Levy of Property Taxes in Fiscal year 2026 for the Detention Home Fund to be Laid Over
12. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Historical Museum Fund to be Laid Over
13. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Nursing Home Operations Fund to be Laid Over
14. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Children's Advocacy Fund to be Laid Over
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of pending Litigation (Demarious Tyler v. Winnebago County, Et al.), seconded by Board member Booker. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a 10 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 140.43 +- Acre Sit Commonly Known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114 in Rockford Township, District 8, ZBA: Denial (2-5), ZC: TBD, to be laid over.

ECONOMIC DEVELOPMENT COMMITTEE

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member Arena made a motion to approve a Resolution Awarding Renewal with AMWINS Group Benefits for the Medicare Supplement and Prescription Drug Plan, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
14. Board Member Arena made a motion to approve a Resolution Awarding Renewal with Blue Cross Blue Shield for Administrative Services of The Group Insurance Plans, seconded by Board

Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

15. Board Member Arena made a motion to approve a Resolution Awarding Renewal with Northern Illinois Health Plan (NIHP) for Third-Party Administrative Services, seconded by Board Member Valdez. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
16. Board Member Arena made a motion to approve a Resolution Awarding Cybersecurity Backup Annual Licensing Renewal Using IT Infrastructure Funds, seconded by Board Member De La Trinidad. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
17. Board Member Arena made a motion to approve a Resolution Awarding VMWare Annual Licensing Using IT Infrastructure Funds, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
18. Board Member Arena made a motion to approve a Resolution Awarding Microsoft Server 3-Year Licensing Contracts Using IT Infrastructure Funds, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
19. Board Member Arena made a motion to approve a Resolution Awarding Purchase of Regroup Licenses for 3 Years Using IT Infrastructure Funds, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

PUBLIC WORKS COMMITTEE

20. Board Member Tassoni made a motion to approve (25-051) a Resolution Authorizing the Award of Bid for Replacing a Box Culvert on Rockton Avenue at Gleasman Road (Section 25-00737-00-BR), seconded by Board Member Penney. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
21. Board Member Tassoni made a motion to approve (25-052) a Resolution Authorizing the Appropriation of MFT funds for the Riverside Boulevard Project (Section 21-00624-00-RS), seconded by Board Member Dr. Michael Thompson. Discussion by County Engineer Molina and Board Members Tassoni, Booker, and Arena. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
22. Board Member Tassoni made a motion to approve (25-053) a Resolution Authorizing the Appropriation of MFT funds for the Bell School Road Project (Section 20-00676-00-WR), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
23. Board Member Tassoni made a motion to approve (25-054) a Resolution Requesting Consent of the Illinois Department of Transportation to the Reappointment of the Incumbent as County Engineer and Reappointment of the County Engineer, seconded by Board Member R.

Thompson. Discussion by Board Members Tassoni, Arena, Hanserd, and Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

24. Board Member Lindmark made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunications Services for Inmates of the Winnebago County Jail, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
25. Board Member Lindmark made a motion to approve a Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison, seconded by Board Member Hanserd. Discussion by Board Member Meeks. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
26. Board Member Lindmark made a motion to approve a Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc., seconded by Board Member Dr. Michael Thompson. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.
27. Board Member Lindmark made a motion to approve a Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

UNFINISHED BUSINESS

28. Board Member Webster made a motion to approve V-03-25 A variation of Section 23.8.3 A.3. to allow an additional driveway access point for a single-family dwelling use (to a garage) for property that is commonly known as 3802 Brookview Road, Rockford, IL 61107, pins: 12-17-128-012 & 013, in Rockford Township, District 16, Lesa: NA, 2030 LRMP Future Map: NA, ZBA: Denial (3-4), ZC: Approval w/ZC conditions (5-1) (with conditions), Laid over from September 4 and 25, 2025 meetings. *Requires a favorable vote by $\frac{3}{4}$ of all members of the county board to pass. **Laid over from October 9, 2025 meeting**, seconded by Board Member Goral. Discussion by Board Member Valdez, Sweeney, and Webster. Motion was approved by a roll call vote of 15 yes and 4 no votes. (Board Members Booker, Butitta, Lindmark, and Webster voted no.) (Board Member McDonald was absent.)

NEW BUSINESS

29. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Penney thanked Supervisor of Assessments Hodges and his office for helping a disabled veteran.

Board Member Fellars spoke of concerns the general public has regarding the contract the County currently has with the federal government housing federal inmates at the Justice Center.

ANNOUNCEMENTS & COMMUNICATION

30. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

- A. County Clerk Gummow submitted an Objection Resolution from Rockford with regard to the solar project at 8616 Spring Creek Road.

County Clerk Gummow announced Monday, October 27th at 8:00 am, is the first opportunity to file petitions.

Board Member Booker gave an update on Springfield Avenue Discussion by Board Member Tassoni.

Chairman Chiarelli thanked Board Member Hanserd for presenting on his behalf a proclamation in recognition of October as domestic violence awareness month.

Chairman Chiarelli thanked Board Member Valdez for presenting on his behalf a proclamation in recognition of Hispanic Heritage month.

Chairman Chiarelli announced River Bluff's annual trick-or-treating event on Halloween at 3:00 pm and Veterans Day is November 11, 2025. Chairman Chiarelli will be a celebrity host at Hard Rock Casino Tuesday, October 28, 2025 for Pinktober charity night to raise funds for breast cancer. Chairman Chiarelli wished Dr. Michael Thompson a happy birthday.

ADJOURNMENT

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Dr. Michael Thompson. Motion was approved by a voice vote. (Board Member McDonald was absent.) The meeting was adjourned at 6:48 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
NOVEMBER 13, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 13, 2025 at 6:00 p.m.
2. Board Member Booker gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, McCarthy, McDonald, Nabors, Sweeney, Tassoni, Dr. Thompson, R. and Webster. (Board Members Lindmark, Penney, Scrol, R. Thompson, and Valdez were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Booker made a motion to allow remote access for Board Members R. Thompson and Penney, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Penney, Scrol, R. Thompson, and Valdez were absent.)

Board Members R. Thompson and Penney joined remotely at 6:04 p.m.

AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation - Beth Howard, Coronado Theater, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Dr. Michael Thompson made a motion to approve County Board Minutes of October 9, 2025 and layover County Board Minutes of October 23, 2025, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for November 13, 2025. Board Member Booker made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. No Report.

ZONING COMMITTEE

10. Please see under Unfinished Business.

ECONOMIC DEVELOPMENT COMMITTEE

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member Arena made a motion to approve a Resolution Awarding Bids for Paper Goods, Liners and Chemical Products Countywide, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)
13. Board member Arena made a motion to approve a Resolution Awarding Purchase of Two Replacement Vehicles for the Winnebago County Sheriff's Department using CIP 2026 Funds, seconded by Board Member McCarthy. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)
14. Board Member Arena made a motion to approve a Resolution Awarding Replacement of Current E-Citation Software, seconded by Board Member Hoffman. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)

15. Board Member Arena made a motion to approve a Resolution Authorizing the Winnebago County Board Chairman to Execute an Intergovernmental Agreement for a Communication Tower by and between the County of Winnebago and the City of Rockford, seconded by Board Member Dr. Michael Thompson. Discussion by Chief Information Officer Magers and Board Members Goral and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)

Board Member Webster and Penney departed at 6:18 p.m.

16. Board Member Arena made a motion to approve a Resolution Authorizing a Space Needs Analysis for Winnebago County Governmental Operations, seconded by Board Member Butitta. Discussion by Board member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Penney, Scrol, Valdez, and Webster were absent.)
17. Board Member Arena made a motion to approve a Resolution Authorizing the County Board Chairman to Execute a Release of Lien for the Property Located at 5343 Cunningham Road, Rockford, Illinois, seconded by Board Member Sweeney. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Penney, Scrol, Valdez, and Webster were absent.)

PUBLIC WORKS COMMITTEE

18. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. No Report.

UNFINISHED BUSINESS

20. Zoning Committee

1. Board Member Webster made a motion to layover (until the December 11, 2025 meeting) an Ordinance Granting Site Approval for a 10 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 140.43 +/- Acre Site Commonly Known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114 in Rockford Township, District 8, ZBA: Denial (2-5), ZC: Approval (3-2), seconded by Board Member Butitta. Motion to layover was approved by a unanimous vote of all members present. (Board Members Lindmark, Scrol, and Valdez were absent.)

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for December 10, 2025 and the next Zoning Committee Meeting is scheduled for November 24, 2025.

NEW BUSINESS

21. (Per County Board rules, passage will require a suspension of Board rules).

ANNOUNCEMENTS & COMMUNICATION

22. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Investment Report - as of October 1, 2025
 - b. Winnebago County Treasurer Bank Balances – September, 2025
 - c. Collateralization Report – as of September 31, 2025
 - B. County Clerk Gummow submitted a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for July and August, 2025.

Board Member Arena spoke Veteran services.

Board Member Sweeney spoke of an event to raise funds for the Carrie Lynn Center.

ADJOURNMENT

23. Chairman Chiarelli entertained a motion to adjourn. County Board Member Tassoni moved to adjourn the meeting, seconded by Board Member Dr. Michael Thompson. Motion was approved by a voice vote. (Board Members Lindmark, Penney, Scrol, Valdez, and Webster were absent.) The meeting was adjourned at 6:21 p.m.

Respectfully submitted,


Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
(5) different organization for (18) Raffles.

All applying organizations have complied with the requirements of the Winnebago County Raffle Ordinance. All fees have been collected, bonds received and all individuals involved with the raffles have received the necessary Sheriff's Department clearance.

The Following Have Requested a Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31394	1	HOLY FAMILY WOMEN'S GUILD	1/13/2026-2/4/2026	\$500.00
The Following Have Requested a Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested a Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested a Class D,E,& F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31390	1	FRATERNAL ORDER OF EAGLE	11/26/2025-11/23/2026	\$4,999.00
31391	1	FRATERNAL ORDER OF EAGLE	11/26/2025-11-23/2026	\$2,499.00
31392	1	AMERICAN LEGION POST #288	1/1/2026-12/31/2026	\$5,000.00

31395	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31396	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31397	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31398	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31399	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31400	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31401	1	NORTHERN IL BPA FOUNDATION PARK LANES	1/1/2026-12/31/2026	\$100.00
31402	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00
31403	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00
31404	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00
31405	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00
1000	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00
1001	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00
1002	1	NORTHERN IL BPA FOUNDATION CHERRY BOWL	1/1/2026-12/31/2026	\$100.00

This concludes my report,

Deputy Clerk Ana Gabriela Rosas

LORI GUMMOW
Winnebago County Clerk

Date **November 25th 2025**

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	1,046,502
101	PUBLIC SAFETY TAX	\$	381,484
103	DOCUMENT STORAGE FUND	\$	67,032
105	VITAL RECORDS FEE FUND	\$	450
106	RECORDERS DOCUMENT FEE FUND	\$	19,360
107	COURT AUTOMATION FUND	\$	528
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	66
114	911 OPERATIONS FUND	\$	100,606
115	PROBATION SERVICE FUND	\$	13,657
116	HOST FEE FUND	\$	43,250
119	CORONER FEE FUND	\$	3,520
123	STATE DRUG FORFEITURE ST ATTY	\$	352
126	LAW LIBRARY	\$	3,314
131	DETENTION HOME	\$	70,778
155	MEMORIAL HALL	\$	3,759
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	11,092
157	CIRCUIT CLERK OP AND ADMIN FUND	\$	75,000
158	CHILD ADVOCACY PROJECT	\$	1,673
161	COUNTY HIGHWAY	\$	37,295
162	COUNTY BRIDGE FUND	\$	25,789
163	FEDERAL AID MATCHING FUND	\$	99,761
164	MOTOR FUEL TAX FUND	\$	33,111
165	TOWNSHIP HIGHWAY FUND	\$	52,953
169	HIGHWAY REBUILD IL GRANT	\$	4,796
181	VETERANS ASSISTANCE FUND	\$	13,932
185	HEALTH INSURANCE	\$	7,915
196	MENTAL HEALTH TAX FUND	\$	76,297
258	2022 GO REFUNDING BONDS	\$	750
301	HEALTH GRANTS	\$	115,882
302	SHERIFF'S DEPT GRANTS	\$	101,917
304	PROBATION GRANTS	\$	31,122
309	CIRCUIT COURT GRANT FUND	\$	18,503
313	AMERICA RESCUE PLAN	\$	2,392,726
316	RURAL TRANSIT DISTRICT FUND	\$	19,701
401	RIVER BLUFF NURSING HOME	\$	354,077
410	ANIMAL SERVICES	\$	35,726
420	555 N COURT OPERATIONS FUND	\$	2,521
430	WATER FUND	\$	10,243
501	INTERNAL SERVICES	\$	2,559
743	CAPITAL PROJECTS FUND	\$	662,995
	TOTAL THIS REPORT	\$	5,943,794

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 25th day of November 2025 at the City of Rockford, Winnebago County, Illinois.

Joseph Chiarelli, Chairman of the
Winnebago County Board of
Rockford, Illinois

ATTEST:

Lori Gummow, Clerk of the Winnebago
County Board of Rockford, Illinois

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Dan Magers
Committee: Finance Committee
Committee Date: November 20, 2025
Ordinance Title: Ordinance for a Budget Amendment for Cameras and Access Card Readers
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount:
If not, explain funding source: Available fund balances	
ORG/OBJ/Project Code: 40100-49100 (PSST Fund); 45100-46586 (Commissary)	
FY2026 Budget Impact: \$1,078,705	

Background Information: Through the implementation of the Countywide Camera Project, several coverage shortcomings were discovered, as well as some existing legacy infrastructure that was unknown during the project planning and bid process. Upon discovery of these, County staff worked with Montel/Hartmann to assess the needs, engineer solutions, and obtain pricing for the fixes. This pricing was reviewed by the County's stakeholders and revisions were made by both County and Montel/Hartmann staff to refine the numbers. The numbers presented in this document reflect the following changes: 1) additional cameras; 2) incorporation of suicide cameras into new County system; 3) replacement of legacy badge access hardware in the corrections facility.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2026 Fiscal Year

Finance: November 20, 2025

Lay Over: November 25, 2025

Sponsored by:

Final Vote: December 11, 2025

John Butitta, Finance Committee Chairman

2025 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

Ordinance for a Budget Amendment for Cameras and Access Card Readers

WHEREAS, during the implementation of the Countywide Camera project, several coverage shortcomings were discovered, as well as some existing legacy infrastructure that was unknown during the project planning and bid process. Upon discovery of these, County staff worked with Montel/Hartmann to assess the needs, engineer solutions and obtain a budget. The pricing was reviewed by the County's stakeholders and a mutual agreement was reached with Montel/Hartmann; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-002 Cameras and Access Card Readers**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2026
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/12/2025 AMENDMENT NO: 26-002								
DEPARTMENT: IT SUBMITTED BY: Dan Magers								
0101 PSST Fund 40100 PSST Fund 0151-Sheriff Commissary 45100-Sheriff Commissary FUND#: 0743-CIP Fund DEPT. BUDGET NO. 82200-CIP Fund								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40100	49110		PSST-Transfer to Other Funds	\$ 15,671,741	\$0	\$15,671,741	\$539,403	\$16,211,144
45100	46586		Commissary-IT Equipment	\$0	\$0	\$0	\$539,403	\$539,403
82200	46586	C2509	CIP Fund-IT Equipment Camera Project	\$903,359	\$0	\$903,359	\$539,403	\$1,442,762
Revenue								
82200	39110		CIP Fund-Transfer from Other Funds	(\$15,673,070)	\$0	(\$15,673,070)	(\$539,403)	(\$16,212,473)
TOTAL ADJUSTMENT:							\$1,078,806	
Reason budget amendment is required:								
The amendment is required to fund additional cameras and access card reader for the Criminal Justice Center.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2026 budget: \$1,078,806								
Revenue Source: Available fund balance of Sheriff Commissary Fund and available fund balance of the PSST Fund.								



Ordinance Executive Summary

Prepared By: Tom Lawson
Committee: Finance Committee
Committee Date: November 20, 2025
Ordinance Title: Ordinance for a Budget Amendment for E-Citation Software Replacement
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted? Partially	Appropriation Amount: \$0 for E-Citation \$95,000 for Criminal Complaint
If not, explain funding source: Available fund balances	
ORG/OBJ/Project Code: 40300-43167 (E-Citation); 45600-43167 (Criminal Complaint)	
FY2026 Budget Impact: \$175,000	

Background Information: The Winnebago County Circuit Clerk's Office currently offers an *eCitation* solution (DigiTicket) to all local municipal agencies free of charge. Circuit Clerk Tom Klein is looking to implement a new *eCitation* offered by QUICKET Solutions. This new platform will offer police agencies the opportunity to complete citations, towing, and crash reporting in one system. Currently, an officer would use three systems for this one traffic stop. The QUICKET solution also offers a *LEADS* interface, and a Wisconsin driver database for traffic stops.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2026 Fiscal Year

Finance: November 20, 2025

Lay Over: November 25, 2025

Sponsored by:

Final Vote: December 11, 2025

John Butitta, Finance Committee Chairman

2025 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

Ordinance for a Budget Amendment for E-Citation Software Replacement

WHEREAS, the Winnebago County Circuit Clerk's Office currently offers an *eCitation* solution (DigiTicket) to all local municipal agencies free of charge. Circuit Clerk Tom Klein is looking to implement a new *eCitation* offered by QUICKET Solutions. This new platform will offer police agencies the opportunity to complete citations, towing, and crash reporting in one system rather than the three systems currently used. The QUICKET solution also offers a LEADS interface and a Wisconsin driver database for traffic stops. The criminal complaint portion of the software was included in the original budget. The *eCitation* portion in the amount of \$175,000 requires a budget amendment; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-001 E-Citation Software Replacement**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

DATE SUBMITTED:		11/6/2025		AMENDMENT NO: 26-001				
DEPARTMENT:		Circuit Clerk		SUBMITTED BY: Tom Lawson				
FUND#:		0103-2026 Document Storage		DEPT. BUDGET NO. 40300 - Document Storage				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40300	43190		Other Professional Service	\$60,000	\$175,000	\$235,000	\$175,000	\$235,000
Revenue								
TOTAL ADJUSTMENT:							\$175,000	
Reason budget amendment is required:								
The amendment is required to establish the development for the project initiation for Quicket eCitations.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2026 budget:								
Revenue Source: Available Fund Balance of Document Storage Fee Fund								



Resolution Executive Summary

Prepared By: Lafakeria S. Reuter
Committee: Finance Committee
Committee Date: November 20, 2025
Resolution Title: Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
County Code: Not Applicable
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$47,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: None

Background Information: The Office of the State's Attorneys Appellate Prosecutor was created to provide services to the State's Attorneys in Counties containing fewer than 3,000,000 inhabitants. The funding for the Office is funded two-thirds by the State and one-third from the respective Counties that allocate funds. The Office provides various services to the State's Attorney's Office including filing of appellate briefs for appeals, assistance in the prosecution of certain drug cases, and tax objections. These services are based on the request of the State's Attorney. The allocated amount for the County is \$47,000 and is budgeted each year in the State's Attorney's budget.

Recommendation: Continue to fund the State's Attorneys Appellate Prosecutor's Program

Contract/Agreement: Invoice from the State for \$47,000

Legal Review: Request for funding submitted from the State's Attorney's Office

Follow-Up: N/A

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING COUNTY CONTRIBUTION FOR STATE'S
ATTORNEYS APPELLATE PROSECUTOR'S PROGRAM**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing fewer than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1, *et seq.* as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, in regular session, this 25th day of November, 2025, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor and designates the Office of the State's Attorneys Appellate Prosecutors as its Agent to administer the operation of the appellate offices and process said appellate court cases for the County.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of the County of Winnebago in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be

requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED, that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the States Attorney of the County of Winnebago in the discharge of the State's Attorneys duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED, that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as Special Prosecutor in the County of Winnebago by a court having jurisdiction to do so, the County will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago, Illinois hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2026, commencing December 1, 2025 and ending November 30, 2026, by hereby appropriating the sum of \$47,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2026.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County State's Attorney and to the Director of the Office of the State's Attorneys Appellate Prosecutor.

Respectfully submitted,
Finance Committee

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

September 29, 2025

Honorable J. Hanley
Winnebago County State's Attorney
Winnebago County Courthouse
400 W. State Street, Suite 619
Rockford, Illinois 61101

COLLECTION OF COUNTY MATCHING FUNDS December 1, 2025 - November 30, 2026

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: \$47,000

Make check payable to **State's Attorneys Appellate Prosecutor's County Fund** and remit to:

Jessica Mitchell
Acting Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Jessica Mitchell at 217-782-0960 or jmitchell@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR **COUNTY CONTRIBUTIONS ONLY** ... do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: November 20, 2025
Ordinance Title: Ordinance for a Budget Amendment for Fiscal Year 2025 Year End Adjustments
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: See Attached
If not, explain funding source: See Attached details	
ORG/OBJ/Project Code: Various	
FY2025 Budget Impact: Varies by Fund	

Background Information: The Winnebago County fiscal year ended as of September 30, 2025. Accounting entries are made through the end of December for revenues and expenses that relate to activity occurring in the prior fiscal year. Upon review of accounts at the beginning of November, certain revenues and expenditures have exceeded budgeted amounts. Details are included in the attached documentation and vary by fund.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: November 20, 2025

Lay Over: November 25, 2025

Sponsored by:

Final Vote: December 11, 2025

John Butitta, Finance Committee Chairman

2025 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for a Budget Amendment for Fiscal Year 2025 Year End Adjustments

WHEREAS, the Winnebago County Circuit Court language access services have increased at an unprecedented pace and the Illinois Supreme Court increased the minimum payment for attorneys appointed to represent indigent parties; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-024 FY2025 Year End Amendment**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

[illegible]

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024b								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0101-PSST DEPT. BUDGET NO. Various								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40700	43167		Court Automation Fee-Software	\$350,000	\$0	\$350,000	\$1,063	\$351,063
40700	43190		Court Automation Fee-Other Prof Svcs	\$0	\$0	\$0	\$14,717	\$14,717
Revenue								
40700	34120		Court Automation Fee-Document Fee	(\$435,000)	\$0	(\$435,000)	(21,107)	(\$456,107)
40700	39210		Court Automation Fee-Interest	(\$14,700)	\$0	(\$14,700)	(3,715)	(\$18,415)
TOTAL ADJUSTMENT:							(\$9,042)	
Reason budget amendment is required:								
Unplanned software expenses for court management systems. The additional expenses are covered by additional revenues.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Additional revenues								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024c								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0108-Court Security Fee Fund DEPT. BUDGET NO. 40800-Court Security Fee								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40800	49110		Court Sec Fee Fund-Txfr to Other Funds	\$725,000	\$0	\$725,000	\$93,963	\$818,963
Revenue								
40800	34120		Court Sec Fee Fund-Doc Filing Fee	(\$725,000)	\$0	(\$725,000)	(93,963)	(\$818,963)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for expenses based on year end actuals for Court Security Fee Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Excess revenue received in 2025								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024d								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0126-Law Library DEPT. BUDGET NO. 42600-Law Library								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
42600	43167		Law Library-Software Subscriptions	\$0	\$0	\$0	\$7,006	\$7,006
42600	48211		Law Library-Health Insurance	\$22,021	\$0	\$22,021	\$3,382	\$25,403
Revenue								
42600	34290		Law Library-Fees	(\$200,000)	\$0	(\$200,000)	(10,388)	(\$210,388)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for increase in software subscription and health insurance. The increase of expenses are offset by an increase in fees.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Excess revenue received in 2025								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024e								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0129-County Automation Fund DEPT. BUDGET NO. 44900-County Automation								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
44900	43167		County Automation-Software Subscription	\$304,320	\$0	\$304,320	\$154,384	\$458,704
44900	43168		County Automation-Software Maint	\$109,118	\$0	\$109,118	\$13,630	\$122,748
44900	46586		County Automation-IT Equipment	\$73,017	\$0	\$73,017	(\$6,855)	\$66,162
Revenue								
44900	34125		County Automation-Subscription Svc Fee	(\$305,000)	\$0	(\$305,000)	(32,734)	(\$337,734)
44900	39210		County Automation-Interest	(\$30,000)	\$0	(\$30,000)	(1,584)	(\$31,584)
TOTAL ADJUSTMENT:							\$126,841	
Reason budget amendment is required:								
The Palo Alto Firewall components exceeded the original budget plan for the County Automation Fund. Available fund balance at the end of FY24 was \$1,022,460. The expenses are supported by additional revenue and available fund balance.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$126,841								
Revenue Source: Additional revenues collected and available fund balance.								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024f								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0141-WinGIS Fund DEPT. BUDGET NO. 44100-WinGIS								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
44100	43190		WinGIS-Intergovernmental Programs	\$112,000	\$0	\$112,000	\$13,598	\$125,598
44100	49110		WinGIS-Transfer to Other Funds	\$118,000	\$0	\$118,000	\$44,472	\$162,472
Revenue								
44100	34110		WinGIS-General County Svcs	(\$230,000)	\$0	(\$230,000)	(58,070)	(\$288,070)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Fees collected for WinGIS were more than anticipated during budget preparation. Funds collected in excess of the WinGIS fee is transferred to the General Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Additional revenues collected								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024g								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0151-Commissary Fund DEPT. BUDGET NO. 45100-Sheriff Commissary								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45100	43150		Commissary-Medical & Dental Consulting	\$112,000	\$0	\$112,000	\$126,900	\$238,900
45100	46440		Commissary-Equipment	\$650,000	\$0	\$650,000	\$159,473	\$809,473
Revenue								
TOTAL ADJUSTMENT:							\$286,373	
Reason budget amendment is required:								
Unexpected purchases of equipment that was original to the building to be partially reimbursed by Aramark. Increased fees for the medical contract with College of Medicine.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Available fund balance								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024h								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0155-Memorial Hall DEPT. BUDGET NO. 45500-Memorial Hall								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45500	41120		Memorial Hall-Temporary Salaries	\$20,051	\$0	\$20,051	(\$160)	\$19,891
45500	46320	04555	Memorial Hall-Bldg Improvements	\$0	\$0	\$0	\$13,900	\$13,900
45500	48211		Memorial Hall-Health Insurance	\$10,100	\$0	\$10,100	\$160	\$10,260
Revenue								
45500	32120	04555	Memorial Hall-State DCEO Grant	\$0	\$0	\$0	(13,900)	(\$13,900)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Additional expenses incurred to complete the grant funded plaster repair project.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Grant funding								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024i								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0158-Children's Advocacy DEPT. BUDGET NO. 45800-Children's Advocacy								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45800	41110		Children's Advocacy-Salary	\$480,775	\$0	\$480,775	\$12,000	\$492,775
45800	43310		Children's Advocacy-Travel	\$8,167	\$0	\$8,167	(\$2,470)	\$5,697
45800	48211		Children's Advocacy-Health Ins	\$164,000	\$0	\$164,000	(\$2,148)	\$161,852
					\$0	\$0		\$0
Revenue								
45800	32120		Children's Advocacy-State Grant	(\$521,931)	\$0	(\$521,931)	(7,382)	(\$529,313)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget to reflect increased expenses incurred as a result of increased grant funding.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Additional grant funding								

FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/13/2025		AMENDMENT NO: 25-024j				
DEPARTMENT:		Various		SUBMITTED BY: Steve Schultz				
FUND#:		0194-Tort Fund		DEPT. BUDGET NO. 49400-Tort Fund				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
49400	43510		Tort-Liability Insurance	\$2,100,000	\$0	\$2,100,000	\$109,419	\$2,209,419
Revenue								
49400	39110		Tort-Transfer from General Fund	\$0	\$0	\$0	(\$1,000,000)	(\$1,000,000)
TOTAL ADJUSTMENT:							(\$890,581)	
Reason budget amendment is required:								
Liability insurance expense through CIRMA was renewed at the end of 2024. The amount of the increase was not known when the original budget was prepared. Available fund balance at the end of FY24 was \$264,722. Also included a transfer from the general fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$109,419								
Revenue Source: Available fund balance								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024k								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0218-Baxter Rd TIF Fund DEPT. BUDGET NO. 52500-Baxter Rd TIF								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
52500	43990		Baxter Rd TIF-Other Unclassified Svcs	\$700,000	\$0	\$700,000	\$382,147	\$1,082,147
Revenue								
52500	31110		Baxter Rd TIF-Real Estate Taxes	(\$1,345,000)	\$0	(\$1,345,000)	(\$382,147)	(\$1,727,147)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
The development incentive due for Project Dolphin was greater than anticipated when the original budget was prepared. This is the first year that this incentive payment is owed. The expense is offset by additional property taxes collected.								
Potential alternatives to budget amendment:								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Additional taxes collected								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024I								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0255-2020B Refunding Bonds DEPT. BUDGET NO. 51500-2020B Refunding Bonds								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
51500	45311		2020B Bonds-Debt Admin Fees	\$0	\$0	\$0	\$825	\$825
Revenue								
51500	32225		2020B- One Quarter Cent Sales Tax	\$0	\$0	\$0	(\$825)	(\$825)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase for additional bond admin fee not budgeted.								
Potential alternatives to budget amendment:								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Transfer of quarter cent sales tax from General Fund								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/13/2025		AMENDMENT NO: 25-024m	
DEPARTMENT:		Various		SUBMITTED BY: Steve Schultz	
FUND#:		0302-Sheriff Dept Grants		DEPT. BUDGET NO. 60200 Sheriff Dept Grants	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
60200	43190	02038	Sheriff Grants-Other Prof Svcs (SCAAP)	\$30,000	\$0	\$30,000	(\$11,984)	\$18,016
60200	49110	02038	Sheriff Grants-Txfr to Other Funds (SCAAP)	\$30,000	\$0	\$30,000	\$11,984	\$41,984
Revenue								
40115	39110		PSST - Txfr from Other Funds (SCAAP)	(\$45,450)	\$0	(\$45,450)	(\$11,984)	(\$57,434)
TOTAL ADJUSTMENT:							(\$11,984)	
Reason budget amendment is required:								
Funds reimbursed by the SCAAP grant were more than anticipated. Funds received in excess of filing expenses are transferred to the PSST fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: 0								
Revenue Source: Grant award								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024n								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0307-Community Dev Grants DEPT. BUDGET NO. 60700-Comm Dev Grants								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
60700	43190		Comm Dev Grants-Other Prof Svcs	\$25,000	\$0	\$25,000	\$2,071	\$27,071
Revenue								
60700	39210		Comm Dev Grants-Interest	(\$75,000)	\$0	(\$75,000)	(\$2,071)	(\$77,071)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Fees paid to RLDC for new loans was greater than anticipated when completing original budget. The increased fees are offset by the increased interest receipts on the loans.								
Potential alternatives to budget amendment:								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Additional revenues								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024o								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0310-City Election Fund DEPT. BUDGET NO. 61000 City Election Fund								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61000	43932		City Election-Other Programs	\$1,240,500	\$0	\$1,240,500	\$20,000	\$1,260,500
Revenue								
61000	31110		City Election-Real Estate Taxes	(\$1,240,500)	\$0	(\$1,240,500)	(20,000)	(\$1,260,500)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget due to actual EAV based calculation exceeded original budget estimate								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0								
Revenue Source: Available current year revenue								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024p								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0316-Rural Transit DEPT. BUDGET NO. 61600-Rural Transit								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61600	43190		Rural Transit-Other Prof Svcs	\$0	\$0	\$0	\$62,000	\$62,000
Revenue								
61600	32110		Rural Transit-Federal Grant	\$0	\$0	\$0	(40,000)	(\$40,000)
61600	32120		Rural Transit-State Grant	\$0	\$0	\$0	(22,000)	(\$22,000)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Establish budget for the Rural Transit District for the months of July-September. All expenses are reimbursed by federal or state grant funding.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget:								
Revenue Source:								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024q								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
71000 - Activities 71500 - Social Services 725xx - Daily Services 73500 - Laundry								
FUND#: 0401-RBNH			DEPT. BUDGET NO. 74000 - Nursing Admin					
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
71000	41130		RBNH Activities Overtime	\$15,000	\$0	\$15,000	\$16,927	\$31,927
71500	41130		RBNH Social Svcs Overtime	\$5,500	\$0	\$5,500	\$4,174	\$9,674
72000	42250		RBNH Dietary Food & Beverage	\$900,000	\$0	\$900,000	\$41,861	\$941,861
72500	43190		RBNH Daily Svcs Other Prof Svcs	\$500,000	\$0	\$500,000	\$753,994	\$1,253,994
72500	43730		RBNH Daily Svcs Equip Repair & Maint	\$70,000	\$0	\$70,000	\$5,000	\$75,000
72532	48211		RBNH Daily Svcs Unit Clerk Hlth Ins	\$49,100	\$0	\$49,100	\$10,700	\$59,800
72532	41110		RBNH Daily Svcs Unit Clerks Salary	\$154,307	\$0	\$154,307	\$42,100	\$196,407
72532	48211		RBNH Daily Svcs Unit Clerks Hlth Ins	\$49,100	\$0	\$49,100	\$18,100	\$67,200
72534	43120		RBNH Daily Svcs Occup Ther Consulting	\$150,000	\$0	\$150,000	\$110,766	\$260,766
73500	41110		RBNH Laundry Salary	\$63,591	\$0	\$63,591	\$6,247	\$69,838
73500	42290		RBNH Laundry Services	\$575,000	\$0	\$575,000	\$35,045	\$610,045
74000	41110		RBNH Nsg Admin Salary	\$781,245	\$0	\$781,245	\$165,925	\$947,170
74000	41120		RBNH Nsg Admin Temporary Salary	\$0	\$0	\$0	\$50,269	\$50,269
Revenue								
70500	32248		RBNH CNA Incentive	(\$250,000)	\$0	(\$250,000)	(127,701)	(\$377,701)
70500	34552		RBNH Medicaid Revenue	(\$12,000,000)	\$0	(\$12,000,000)	(\$768,372)	(\$12,768,372)
70500	39110		Txfr from CIP for Bldg Improvement		\$0	\$0	(44,117)	(\$44,117)
TOTAL ADJUSTMENT:							\$257,956	
Reason budget amendment is required:								
Adjust budgets to reflect actual FY25 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$257,956								
Revenue Source: Available current year revenue and savings in certain other budgeted accounts								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024r								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0420-555 N Court DEPT. BUDGET NO. 78000-555 N Court								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
78000	43610		555 N Court-Gas	\$16,000	\$0	\$16,000	\$7,496	\$23,496
78000	43620		555 N Court-Electricity	\$90,000	\$0	\$90,000	\$32,604	\$122,604
78000	43732		555 N Court-Ofc Equip Repairs	\$0	\$0	\$0	\$8,753	\$8,753
78000	46320		555 N Court-Bldg Improvements	\$0	\$0	\$0	\$6,750	\$6,750
Revenue								
TOTAL ADJUSTMENT:							\$55,603	
Reason budget amendment is required:								
Utilites, particularly electricity, has increased during FY25. The fund balance for the 555 N Court property is \$1,908,307.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$55,603								
Revenue Source: Available fund balance								

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/13/2025 AMENDMENT NO: 25-024s								
DEPARTMENT: Various SUBMITTED BY: Steve Schultz								
FUND#: 0710-Animal Svcs Donation Fund DEPT. BUDGET NO. 83000-Anim Svcs Donation								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
83000	43932		Anim Svcs Donation-Other Programs	\$0	\$0	\$0	\$5,000	\$5,000
Revenue								
TOTAL ADJUSTMENT:							\$5,000	
Reason budget amendment is required:								
Animal services had not planned to use any funds from the donation fund in FY25. An unexpected opportunity arose that required funding.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$1,099,573								
Revenue Source: Available fund balance								

2025
WINNEBAGO COUNTY

FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/13/2025		AMENDMENT NO: 25-024t	
DEPARTMENT:		Various		SUBMITTED BY: Steve Schultz	
FUND#:		0743-CIP Fund		DEPT. BUDGET NO. 82200-CIP Fund	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82200	49110	C2331	CIP-Txfr to Other Funds-RBNH Ductwork	\$0	\$0	\$0	\$34,353	\$34,353
82200	49110	C2334	CIP-Txfr to Other Funds-RBNH Heating Coils	\$0	\$0	\$0	\$9,764	\$9,764
Revenue								
TOTAL ADJUSTMENT:							\$44,117	
Reason budget amendment is required:								
Transfer CIP funds to River Bluff Fund for work completed on approved CIP23 projects.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$0 (Transfer)								
Revenue Source:								

ZONING COMMITTEE

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Human Resources Department
Committee: Operations and Administration
Committee Date: November 20, 2025
Resolution Title: Resolution Awarding Renewal with Tokio Marine HCC for Stop-Loss Insurance Coverage on the Group Medical Plans
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: Approx. \$1,745,0000
If not, explain funding source:	
ORG/OBJ/Project Code: 48500 43171	Budget Impact: \$263,876

Background Information: Stop-loss insurance, also referred to as excess insurance, is a type of coverage purchased by employers that are self-insured to limit their liability in the event of large, unpredictable, or catastrophic health claims.

Winnebago County purchases stop-loss coverage to limit the County's risk on the group insurance plan, on a specific/individual basis. We are increasing our specific/individual deductible from \$200,000 to \$225,000. We are increasing the deductible to reduce the annual stop-loss premium cost.

2026 Renewal: The specific/individual premium is increasing to \$61.96/month, the specific family premium is increasing to \$226.54. This is a 15.89% increase from the 2025 rates. We currently have 7 stop loss claimants that have exceeded the \$200,000 limit.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Stop Loss Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: January 1, 2026 – December 31, 2026

Follow-Up: N/A

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING RENEWAL WITH TOKIO MARINE HCC FOR STOP-LOSS INSURANCE COVERAGE
ON THE GROUP MEDICAL PLANS.**

WHEREAS, the County of Winnebago, Illinois, offers employees 2 self-funded group insurance options, a Co-Pay/POS plan and a High Deductible PPO plan; the County purchases a stop-loss insurance plan to reinsure the County for medical claims which exceed the deductible amount on a specific (individual) basis; the County's Benefit Consultant recommends continuation of Tokio Marine HCC (TMHCC) for 2026; and,

WHEREAS, TMHCC has proposed the following rates to Winnebago County for the administration of the stop-loss coverage for 2026, see Resolution Exhibit A; and,

Increasing the specific deductible from \$200,000 to \$225,000
\$61.96 for the Specific individual premium per month
\$226.54 for the Specific family premium per month
This is a 15.89% increase from the 2025 rates.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with TMHCC for the stop-loss coverage for the self-insured Co-Pay/POS and HDHP medical plans for the year January 1, 2026 through December 31, 2026.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Tokio Marine HCC, 11100 Wayzata Blvd., Suite 350, Minnetonka, MN 55305, for administration of the stop-loss coverage.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD

VALERIE HANSERD

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Stop Loss Analysis

Winnebago County

Jeanette Rowan | November 5, 2025



Gallagher

Insurance | Risk Management | Consulting

Current Specific Stop Loss Deductible

\$200,000

Current Deductible: Specific Stop Loss Marketing



		Illustrative Quote	Firm Quote	Firm Quote	Firm Quote	Firm Quote
		Expires No Date shown	Expires 11/04/25	Expires 11/04/25	Expires 11/14/25	Expires 11/03/25
Winnebago County (1101 Employees)	Current	Initial Renewal	Renewal	Option 1	Option 2	Option 3
12 Month Policy Duration	TMHCC	TMHCC	TMHCC	TMHCC	Sun Life (36/12)	Voya (24/12)
Specific Individual Stop Loss						
Contract Basis	Paid	Paid	Paid	Paid	36/12	24/12
Run-in Limit	No	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Renewal Rate Cap	50%	50%	50%	Yes	50%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes	Yes
Proposed Lasers	No	No	No	Yes	No	Yes
Laser 1				\$450,000		\$500,000
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0	\$0
REINSURANCE COSTS						
Specific Premium						
Employee Only (541)	\$55.69	\$79.62	\$73.93	\$69.06	\$81.12	\$70.47
Employee + 1 (217)	\$193.33	\$278.97	\$259.02	\$241.98	\$237.64	\$203.18
Employee + 2 (or more) (343)	\$193.33	\$278.97	\$259.02	\$241.98	\$237.64	\$203.18
Monthly Reinsurance Total	\$138,393	\$199,298	\$185,047	\$172,870	\$176,964	\$151,905
Annual Reinsurance Total	\$1,660,717	\$2,391,571	\$2,220,568	\$2,074,443	\$2,123,572	\$1,822,861
Dollar Increase From Current	N/A	\$730,854	\$559,851	\$413,726	\$462,855	\$162,144
Percentage Increase From Current	N/A	44.01%	33.71%	24.91%	27.87%	9.76%
ADDITIONAL CLAIMS RISK						
Additional Laser Liability and Agg Spec	\$0	\$0	\$0	\$250,000	\$0	\$300,000
Total Dollar Increase From Current	N/A	\$730,854	\$559,851	\$663,726	\$462,855	\$462,144
Percentage Increase From Current	N/A	44.01%	33.71%	39.97%	27.87%	27.83%

Alternate Specific Stop Loss Deductible

From \$200,000 To \$225,000

Alternative Deductible: Specific Stop Loss Marketing



		Firm Quote Expires 11/04/25	Firm Quote Expires 11/04/25	Firm Quote Expires 11/04/25	Firm Quote Expires 11/14/25	Firm Quote Expires 11/03/25
Winnebago County (1101 Employees) 12 Month Policy Duration	Current TMHCC	Renewal TMHCC	Alternate 1 TMHCC	Alternate 2 TMHCC	Alternate 3 Sun Life (36/12)	Alternate 4 Voya (24/12)
Specific Individual Stop Loss						
Contract Basis	Paid	Paid	Paid	Paid	36/12	24/12
Run-in Limit	No	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$200,000	\$225,000	\$225,000	\$225,000	\$225,000
Renewal Rate Cap	50%	50%	50%	50%	50%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes	Yes
Proposed Lasers	No	No	No	Yes	No	Yes
Laser 1				\$450,000		\$500,000
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0	\$0
REINSURANCE COSTS						
Specific Premium						
Employee Only (541)	\$55.69	\$73.93	\$61.96	\$57.99	\$72.69	\$62.46
Employee + 1 (217)	\$193.33	\$259.02	\$226.54	\$212.02	\$222.52	\$180.31
Employee + 2 (or more) (343)	\$193.33	\$259.02	\$226.54	\$212.02	\$222.52	\$180.31
Monthly Reinsurance Total	\$138,393	\$185,047	\$160,383	\$150,104	\$163,936	\$134,764
Annual Reinsurance Total	\$1,660,717	\$2,220,568	\$1,924,593	\$1,801,245	\$1,967,238	\$1,617,174
Dollar Increase From Current	N/A	\$559,851	\$263,876	\$140,528	\$306,521	-\$43,544
Percentage Increase From Current	N/A	33.71%	15.89%	8.46%	18.46%	-2.62%
ADDITIONAL CLAIMS RISK						
Additional Laser Liability and Agg Spec	\$0	\$0	\$0	\$225,000	\$0	\$275,000
Total Dollar Increase From Current	N/A	\$559,851	\$263,876	\$365,528	\$306,521	\$231,456
Percentage Increase From Current	N/A	33.71%	15.89%	22.01%	18.46%	13.94%

Appendix

* While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.

Renewal / Financial Disclaimer

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Financial Solvency

While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Supplemental Compensation

Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct (<https://www.ajg.com/us/about-us/global-standards>).



Resolution Executive Summary

Prepared By: Human Resources Department
Committee: Operations and Administration
Committee Date: November 20, 2025
Resolution Title: RESOLUTION AWARDING RENEWAL AGREEMENT WITH
ARTHUR J. GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$2,742,909
If not, explain funding source:		
ORG/OBJ/Project Code:	49400 43510	Budget Impact: \$142,661

Background Information: Winnebago County purchases insurance coverage to limit the County's risk on the liability/casualty and property assets. We received a 5.5% increase on the renewal for 2025-2026, this increase is due to the following reasons:

- Claims Activity/Development
 - o Recent property/auto/liability claims totaling \$5.8 million
 - o Liability claim development exceeding \$3.2 million
- Volatile Insurance Marketplace
 - o Fewer carriers insuring public entities
- Other Contributing Factors
 - o Civil Unrest
 - o Law Enforcement Activity
 - o Nuclear Verdicts Impacting Umbrella Premiums (most recently in Winnebago)
 - o Severe Losses from Convective Storms
- Mitigation of increase
 - o Multiple excess liability carriers considered resulting in \$92,000 in savings with better terms
 - o Workers' Compensation Rate reduction of 5.3%
 - o The impact of Winnebago County's claim activity was significantly mitigated due to the pooling of risk with other members of the CIRMA pool.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Property and Casualty Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is year 5 agreement with CIRMA.

Follow-Up: N/A

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER FOR THE PROPERTY
AND CASUALTY COVERAGE**

WHEREAS, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of the property and casualty insurance coverage; the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

WHEREAS, Arthur J. Gallagher & Co. has proposed the attached rates to Winnebago County for the property and casualty insurance coverage from December 1, 2025 thru November 30, 2026:

See Resolution Exhibit A – Premium Summary Recap for Details.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the property and casualty insurance coverage for December 1, 2025 through November 30, 2026.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Arthur J. Gallagher & Co., 6838 East State Street, Suite 101, Rockford, IL 61108 for the property and casualty insurance coverage.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD

VALERIE HANSERD

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

WINNEBAGO COUNTY 2025-26 RENEWAL

Resolution Exhibit A

PREMIUM SUMMARY

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		RENEWAL PROGRAM ESTIMATED COST		% Change
Property	Premium	Primary: Lloyd's of London	\$802,711.00	Primary: Lloyd's of London	\$879,954.00	9.6%
Excess Property	Premium	Travelers Indemnity Co	\$407,985.00	Travelers Indemnity Co	\$415,362.00	1.8%
Boiler & Machinery	Premium	Hartford Steam Boiler	\$17,776.00	Hartford Steam Boiler	\$18,544.00	4.3%
Liability Package	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above	
Automobile	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above	
Umbrella/Excess (1st)	Premium	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$479,182.00	Obsidian Specialty Ins. Limit \$8MM xs \$2MM	\$370,223.00	-22.7%
Administration Costs		CIRMA	\$112,581.00	CIRMA	\$110,341.00	-2.0%
Loss Fund		CIRMA	\$222,500.00	CIRMA	\$362,000.00	62.7%
CIRMA TOTAL			\$2,044,935.00		\$2,158,624.00	5.6%
Umbrella/Excess (2nd)	Premium	Starstone Specialty Limit \$3MM xs \$10MM	\$254,375.00	Starstone Specialty Limit \$3MM xs \$10MM	\$270,000.00	6.1%
	Taxes		\$9,005.00		\$9,558.00	6.1%
Crime	Premium	Primary: Lloyd's of London	Included in above	Primary: Lloyd's of London	Included in above	
		Excess: Travelers Casualty & Surety Co.	\$2,200.00	Excess: Travelers Casualty & Surety Co.	\$2,200.00	0.0%
Professional Liability (Health Department Only)	Premium	Columbia Casualty Company (CNA Insurance Companies)	\$29,750.00	Columbia Casualty Company (CNA Insurance Companies)	\$31,950.00	7.4%
	Taxes		\$1,053.00		\$1,131.03	7.4%
Excess Workers' Compensation	Premium	Illinois Public Risk Fund	\$178,989.00	Illinois Public Risk Fund	\$185,472.00	3.6%
		Deductible \$400K per claim		Deductible \$400K per claim		
Administration Fee			\$5,370.00		\$5,564.00	3.6%
Broker Fee - AJG			\$76,771.80		\$80,610.39	5.0%
Total Estimated Program Cost			\$2,600,248.80		\$2,742,909.42	5.5%



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department on behalf of the County Clerk and Recorder
Committee Name: Operations & Administrative Committee
Committee Date: November 20, 2025
Board Date: November 25, 2025
Resolution Title: Resolution Awarding Purchase of Recorder's Office Remodel Using Fee Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$200,000
If not, originally budgeted, explain the funding source? N/A	
If CIP funded, original Board approved amount? \$200,000	
Over or Under approved amount? UNDER By: \$40,300	
ORG/OBJ/Project Codes: 463020-40600	
Budget Impact? \$159,700	
Descriptor: Recorder Fee Funds	

Background Information: The County Clerk and Recorder is seeking to renovate and reconfigure their office space. This renovation will help the flow of public traffic for the Recorder's Office, update the office spaces for their staff and create an overall more functioning workspace. The project was submitted as CIP 2026 item and will be funded by the Recorder's Office Fee Funds.

The Invitation to Bid was emailed to numerous potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. The Pre-Bid Meeting was mandatory and we had twelve (12) attendees representing twelve (12) companies.

The solicitation generated five (5) bids with the lowest responsible bidder established as Ringland-Johnson Construction. See Resolution Exhibit A.

See attached floor plans, See Resolution Exhibit B.

Staff worked with the legal construction consultant provided through the States Attorney's Office to further review and develop an AIA agreement for this project. See Resolution Exhibit C.

Recommended By: The Facilities Department and the Recorder's Office

Follow-Up Steps: Purchasing will prepare the Purchase Order to Ringland-Johnson Construction 1725 Huntwood Drive, Cherry Valley, IL 61016 in the amount of \$159,700.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AWARDING PURCHASE OF RECORDER'S OFFICE REMODEL USING FEE FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, County Recorder is in of renovating the Records Office; and,

WHEREAS, the County went out for Bid #25B-2426 Recorder Office Remodel Winnebago County Administration Building; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

Ringland-Johnson Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$159,700 to Ringland-Johnson Construction 1725 Huntwood Drive, Cherry Valley, IL 61016

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the States Attorney Office, Director of Purchasing, Finance Director, Facilities Director, County Clerk, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



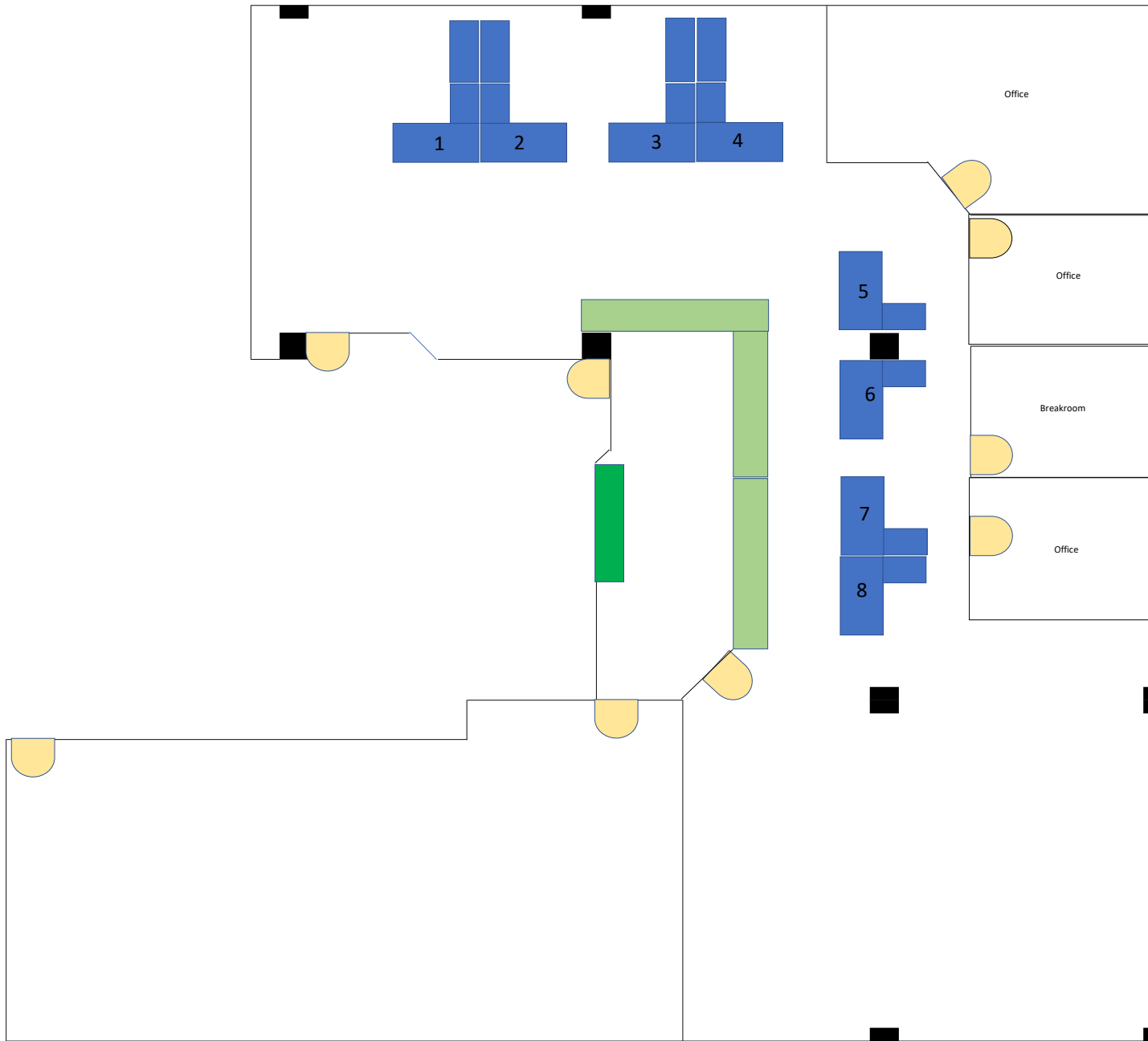
WINNEBAGO COUNTY
— ILLINOIS —

BID TAB
25B-2426 RECORDER OFFICE REMODEL
BID OPENING - SEPTEMBER 4, 2025 AT 10:00 AM

VENDOR NAME	ROCKFORD STURCTURES MACHESNEY PARK, IL	TILES IN STYLES DBA TAZA SOUTH HOLLAND, IL *Non-Responsive	DPI CONTRUCTION INC. PECATONICA, IL	RINGLAND-JOHNSON INC. CHERRY VALLEY, IL	F.C.G. CONSTRUCTION CO ELMHURST, IL *Non-Responsive
LABOR COSTS	\$44,260.00	\$86,833.76	\$71,767.00	\$43,369.00	\$20,999.15
MATERIAL COSTS	\$50,217.00	\$50,653.03	\$43,328.00	\$19,395.00	\$83,966.60
PERMIT COSTS	\$400.00	\$2,500.00	\$2,956.00	\$1,054.00	\$400.00
OTHER INSTALLATION COSTS (i.e.: other than labor)	\$49,143.00	\$4,736.16	\$36,245.00	\$49,902.00	\$31,799.58
CARPET COSTS	\$48,980.00	INCLUDED IN MATERIALS	\$44,629.00	\$45,980.00	\$22,000.00
TOTAL COST	\$193,000.00	\$144,722.95	\$198,925.00	\$159,700.00	\$159,165.33
NUMBER OF DAYS TO COMPLETE	60 DAYS	25 DAYS	90 DAYS	60 DAYS	6-7 WEEKS

Recorder's Office Proposed New Layout

Resolution Exhibit B





AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 25th day of November in the year 2025
(In words, indicate day, month and year.)

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

Winnebago County
404 Elm Street
Rockford, Illinois 61101

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

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, Illinois 61016

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

Project of the County of Winnebago as identified in the Invitation for Bids No. 25B-2426
("Invitation for Bid"):
Recorder Office Remodel
404 Elm Street, Room 405
Rockford, Illinois 61101

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

N/A. See Article 4 of AIA Document A201-2017.

The Owner and Contractor 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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the documents contained within the Invitation for Bid, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

[☒] The date of this Agreement.

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

[☐] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: February 26, 2026

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

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Hundred Fifty Nine Thousand Seven Hundred Dollars(\$159,700), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

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

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 3rd day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 60 days after the Owner receives the Application for Payment, properly submitted with all supporting documentation as required by the Contract Documents. Except as otherwise expressly modified herein, all payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may

be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Permits (if required), and General Conditions.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Once Work is 50% complete, retainage will be reduced to 2.5%

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Upon Substantial Completion, all retainage shall be released less an amount equal to 150% of the estimated cost of any punch list items.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

N/A

§ 5.3 Interest

Payments due that are not subject to dispute and are unpaid under the Contract shall bear interest in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

A neutral third party as agreed upon by counsel of each Owner and Contractor.

§ 6.2 Binding Dispute Resolution

The method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

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

Jurisdiction for all purposes of this Agreement and all parties hereto shall be the laws of the State of Illinois and venue shall lie in Winnebago County, Illinois.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Chris Dornbush

Chief Operating Officer

Winnebago County

404 Elm Street

Rockford, Illinois 61101

CDornbush@admin.wincoil.gov

with copy to (but not holding authority as Owner’s representative):

Ted Seele

Assistant Director/Project Manager Winnebago County Facilities

400 W. State Street, Room 020

Rockford, IL 61101

Office: 815-319-4670

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gregory S. Kladar
V.P for Pre-Construction
Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, Illinois 61016
GKladar@Ringland.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 If required, The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 The terms and conditions included in the advertised Invitation for Bid
- .5 Drawings

Number	Title	Date
N/A		

- .6 Specifications

Section	Title	Date	Pages
N/A			

- .7 Addenda, if any:

Number	Date	Pages
Addendum 1	August 14, 2025	8
Addendum 2	August 26, 2025	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits: None

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's completed Bid Form in response to the Invitation for Bid.

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

Winnebago County

OWNER *(Signature)*

Joseph B. Chiarelli, Chairman

(Printed name and title)

Ringland-Johnson, Inc.

CONTRACTOR *(Signature)*

Brent B. Johnson, CEO & Chairman

(Printed name and title)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 25th day of November in the year 2025.
(In words, indicate day, month and year.)

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

Project of the County of Winnebago as identified in the Invitation for Bids No. 25B-2426
("Invitation for Bid"):
Recorder Office Remodel
404 Elm Street, Room 405
Rockford, Illinois 61101

THE OWNER:
(Name, legal status and address)

Winnebago County
404 Elm Street
Rockford, Illinois 61101

THE CONTRACTOR:
(Name, legal status and address)

Ringland-Johnson, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

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request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
N/A	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s, if any, and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance. None

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, if any, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars (\$5,000,000) each occurrence, Five Million Dollars (\$5,000,000) general aggregate, and Five Million Dollars (\$5,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the

insured.

- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than **Two Million Dollars** (\$2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than **Two Million Dollars** (\$2,000,000) each accident, **Two Million Dollars** (\$2,000,000) each employee, and **Two Million Dollars** (\$2,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than **One Million Dollars** (\$1,000,000) per claim and **One Million Dollars** (\$1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than **One Million Dollars** (\$1,000,000) per claim and **One Million Dollars** (\$1,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than **N/A (\$ N/A)** per claim and **N/A (\$ N/A)** in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than **NA (\$ NA)** per claim and **NA (\$ NA)** in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than **NA (\$ NA)** per claim and **NA (\$ NA)** in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[N/A] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor’s obligation to provide property insurance differs from the Owner’s obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	N/A
Performance Bond	N/A

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Project of the County of Winnebago as identified in the Invitation for Bids No. 25B-2426
("Invitation for Bid"):
Recorder Office Remodel
404 Elm Street, Room 405
Rockford, Illinois 61101

THE OWNER:

(Name, legal status and address)

Winnebago County
404 Elm Street
Rockford, Illinois 61101

THE ARCHITECT:

(Name, legal status and address)

N/A. See Article 4, herein.

The Invitation for Bid to which this document A201-2017 is attached is a publicly bid contract for a construction project(s) issued by the County of Winnebago. The Invitation for Bid, the selection and award of the bid and resulting contract all are subject to the terms and conditions of Illinois law.

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

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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.

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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

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

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

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

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

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

Contractor's Responsibility for Those Performing the Work

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

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

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

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

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

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, 15.1.5

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

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

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, **3.12**, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3**

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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. Contract Documents also include the Invitation for 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 Owner, Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Knowledge

The terms "knowledge", "recognize", and "discover", their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents

shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 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.

§ 1.2.1.2 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation. The terms and conditions of this Section 1.2.1.2, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

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

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

§ 1.2.4 In the event of inconsistencies between the drawings and specifications or within the other Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, and which inconsistencies are not addressed by Addenda issued by Owner prior to the bid opening, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirement, or both, according to the interpretation of the Owner.

§ 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 Owner shall be deemed the authors and owners of the Instruments of Service, including the Drawings and Specifications, and will have and retain all common law, statutory, and other reserved rights in the 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 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.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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 subject to the provisions of Illinois law as to liens on public property. 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

Intentionally Deleted

§ 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 may 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 may 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 may furnish surveys, if required for performing the Work, 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.

§ 2.6 Extent of Owner Rights

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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, by the absence of any Architect providing professional services under the Contract Documents, 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. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1; provided, however, that the terms of this Section 3.2.1 shall not limit or otherwise impair the parties' rights and obligations with regard

to unknown conditions as otherwise set forth in Section 3.7.4.

§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect or Owner, or the work installed by other contractors is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 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. Contractor further warrants to the Owner that materials and equipment installed under the Contract were installed in accordance with manufacturer requirements, or if none, in accordance with industry standards.

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

If necessary as a matter of law, the Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of Substantial Completion.

§ 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 The Contractor shall secure, pay for and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work (collectively, "Permits") including, without limitations, all building permits. Contractor shall be responsible for obtaining and providing any sealed, stamped and/or engineered drawings required in order to acquire any Permits and certificates of occupancy. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 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 and Contingency

§ 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..

§ 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, and further subject to the hold harmless and indemnification obligations set forth in Section One: General Conditions of the Invitation for Bid, each party hereto shall indemnify and hold harmless the other and the other party's respective agents and employees, from and against third-party claims and associated damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work or otherwise under this Agreement, but only to the extent caused by the negligent acts or omissions of the indemnifying party or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. 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. Notwithstanding the foregoing, in the event and to the extent applicable law imposes limits upon Owner's right to contractually agree to indemnification, Owner's obligations under this clause shall be limited as otherwise proscribed by applicable law.

§ 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. As of the date of this Contract, Owner has not engaged an Architect for purposes of this Project. If Owner engages an architect or other design professional to provide professional services with regard to this Project and become the "Architect" as otherwise defined and used throughout the Contract Documents, such engagement and the architect's or design professional's incorporation as Architect shall occur upon Owner's written notice to Contractor. Unless and until an Architect is so engaged by Owner with regard to this Project, each reference to "Architect" throughout the Contract Documents shall instead be deemed a reference to "Owner", subject to and except as otherwise set forth in Section 4.1.3, below. The term Architect, as used throughout the Contract Documents, shall not be interpreted or deemed to mean any architect or other design professional employed, subcontracted, or otherwise engaged by Contractor. With respect to any review or response times set forth in the Contract Documents that include separate reviews and/or approvals by both "Architect" and Owner, only the longer of the two time periods shall apply, with the other deemed waived hereunder.

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

§ 4.1.3 Notwithstanding Section 4.1.1, for purposes of the Contract Documents, at any time when Owner does not have an Architect engaged with regard to this Project, the following references to "Architect" shall not be deemed a reference to "Owner":

- .1** The following Sections of the AIA Document A201-2017: §§ 1.1.2; 2.1.1; 2.3.2; 2.3.3; 4.2.3; 11.3.1; and
- .2** Any reference to Architect to the extent the terms applicable to such reference impose or otherwise require the party identified as the Architect to exercise an architect's, engineer's, or other design professional's professional judgement or would cause the Owner, if deemed to be the Architect, to provide professional services that constitute the practice of architecture or engineering or take any other action, or have any responsibility, that would require professional licensure as an architect, engineer, or design professional, in which case, such term shall be construed to be limited just to the performance of the administrative or other non-professional function required by such term, with the clarification that any such responsibilities shall not be deemed assumed by or imposed upon Contractor unless otherwise set forth in the Contract Documents.

Owner and Contractor agree and acknowledge that revising the AIA-prepared Contract Documents to account for the lack of an Architect engaged by the Owner would be a significant burden that would likely not fully address every potential

circumstance or consideration required by the parties. Accordingly, the parties agree to cooperate in good faith and fair dealing in the event a situation arises in which unanticipated and unintended consequences, of the nature meant to be addressed by the terms of Section 4.1.1 and Section 4.1.3, arise, to amend the agreement or construe such portion of the Contract so as to effect the intent of the parties as expressed in the Contract Documents as closely as possible, in an equitable and mutually acceptable manner.

§ 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 communicate with each other about matters arising out of or related to the Contract and 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 provided that Owner does not assume responsibility for any unpaid amounts due Subcontractor to the extent Owner has paid Contractor for such amounts.

§ 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.

§ 7.2.2 Change Orders shall include itemized breakdowns of labor hours and wages and of materials as well as itemized costs of related accessories, rentals and special services separated out from other costs. Breakdowns shall be organized according to Subcontractors, sub-subcontractors, material suppliers and Contractor.

§ 7.2.3 Charges for delivery of materials shall not be allowed as an added expense.

§ 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
Intentionally deleted

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 to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and to the extent the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay once the nature and extent of any delay is known by Contractor, and (iii) is of a duration not less than one (1) day.

§ 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 Owner and 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, cost reports, Subcontractor and supplier invoices and pay applications, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in A101-2017.

§ 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 upon Contractor's Application for Payment submitted in due form, subject to the payment procedures set forth in the Contract Documents.

§ 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. Except as otherwise expressly modified by the Contract Documents, all payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et*

seq.

§ 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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 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, subject to Section 5.1.7.3 of the AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor (regarding withholding of funds for punch list items). 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.

§ 9.9.1.1 In addition to all other precautions required by the Contract, such as barricades, signs, warning lights, etc., to make the Work safe for public use, the Contractor shall provide and maintain dust-tight barriers to segregate areas occupied before Substantial Completion.

§ 9.9.1.2 The Owner maintaining or moving equipment into areas of the Work will not constitute partial occupancy; however, Owner shall only proceed with such actions after receiving written approval by Contractor, which shall not be unreasonably conditioned, withheld, or delayed, and shall comply with any reasonable instructions or precautions as provided by Contractor.

§ 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 ("Purchased Insurance"). 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. If prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project 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 anyone for whose acts they may be liable and for which the Contractor is responsible.

§ 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.

§ 13.6 Prevailing Wage Act

§ 13.6.1 The Contractor shall comply with all statutes, both Federal and State, governing payment of wages to employees. The Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Wage Act") requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Effective June 1, 2019, an amendment to the State of Illinois Prevailing Wage Act requires the IDOL to ascertain the prevailing wage rates for each county in Illinois and publish such rates on IDOL's official website no later than July 15 of each year. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors, Subcontractors, and Sub-subcontractors performing Work on this Project shall comply with all requirements of the Wage Act to the extent applicable, including but not limited to, all wage, notice and record keeping duties.

§ 13.6.2 IMPORTANT NOTICE REGARDING PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the prevailing wage rates are made periodically by the Illinois Department of Labor ("IDOL"). If, during the course of work under the Agreement, IDOL revises the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, the prevailing rate of wages as revised by IDOL can be found and are available on IDOL's official website. All Contractors, Subcontractors, and Sub-subcontractors performing Work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder, Contractor, Subcontractor, or Sub-subcontractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the Owner to notify the contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its Subcontractors and Sub-subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Wage Act, and to pay and require its Subcontractors and Sub-subcontractors to pay wages in accordance with such revised rates.

§ 13.6.3 Revisions of the prevailing wage as set forth above shall not be a basis for a change order or other claim for an increase in the Contract Sum. Further, Contractor shall submit its monthly certified transcript of payroll directly to IDOL using IDOL's electronic portal, available at IDOL's official website and shall further require each Subcontractor and Sub-subcontractor participating on the Project to maintain the appropriate records required by the Wage Act and submit their monthly certified transcript of payroll directly to IDOL using IDOL's electronic portal, as applicable.

§ 13.6.4 Contractor shall provide to Owner copies of all certified payrolls filed through IDOL's electronic portal and shall further include the above-referenced certified statement from each applicable Subcontractor and Sub-subcontractor referenced in each Application for Payment.

§ 13.7 General Provisions

§ 13.7.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word “including”, when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as “without limitation”, or “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.7.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.7.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

§ 13.7.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.8 No Oral Waiver

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner and Contractor. No person is authorized on behalf of Owner or Contractor to orally change, amend waive, or otherwise modify the terms of the Contract Documents or any of the Contractor’s duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent hereunder shall be limited to the specific matters stated in the writing signed by Owner and Contractor, and shall not relieve a party of any other of the duties and obligations under the Contract Documents. No “constructive” changes shall be allowed.

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 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, 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 *Intentionally Deleted*

§ 15.3.2 The parties may, by their independent written agreement, on a case by case basis, agree to submit any one or more Claims, disputes, or other matters in controversy arising out of or related to the Contract to mediation. Mediation, if agreed to by both parties, 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; provided, neither party to the Contract is required or mandated to submit to mediation. No response to a written mediation request within 21 days of receipt shall mean the request was rejected. Mediation is not a prerequisite to voluntary arbitration or other form of dispute resolution. In the event both parties agree to mediation, a 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 requested 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.



Resolution Executive Summary

Prepared By: Department of Information Technology
Committee Name: Operations and Administrative Committee
Committee Date: November 20, 2025
Board Date: November 25, 2025
Resolution Title: Resolution Awarding IT Ticketing and Patch Management 3 Year Renewal

Budget Information:

Budgeted? YES	Amount Budgeted? \$35,162.40
Over or Under approved amount? N/A	By: N/A
ORG/OBJ/Project Codes: 19500-43167	
Descriptor: IT Budget	
Budget Impact? N/A	

Background Information:

The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT currently tracks various tickets from users and monitors a complex software environment. To enhance the reliability, predictability and stability of this environment, WinCo DoIT selected Atera as our ticketing and patch management platform. This resolution is an annual renewal of this licensing.

Recommended By: Chief Information Officer, Dan Magers

Follow-Up Steps: WinCo DoIT will pay Atera using their Purchasing Card in the amount of \$35,163.00.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena, Committee Chairman

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING IT TICKETING AND PATCH MANAGEMENT 3 YEAR
RENEWAL**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$35,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

WHEREAS, WinCo DoIT uses Atera as a ticketing and patch management solution to monitor County infrastructure and software patching; and

WHEREAS, Atera is the County's chosen ticketing and patch management platform; and

WHEREAS, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Department of Information Technology to purchase the renewal to Atera, via Purchasing Card, for the 2nd year of a 3 year term, in the amount of \$35,163.00.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD

VALERIE HANSERD

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

CHRISTINA VALDEZ

CHRISTINA VALDEZ

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Order Form

Quote #: Q-08108
Date issued: 8/4/2024
Client: Winnebago County

Expires: Aug 28, 2024
Currency: USD

Subscription Term: Sept 30, 2024 - Sept 29, 2027

Subscription	Licenses	Description	Subscription Term	Annual Price Per Unit	Disc (%)	Total
EnterpriseITD	5	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	10%	\$48,438
EnterpriseITD	2	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	30%	\$15,070
EnterpriseITD	2	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	50%	\$10,764
EnterpriseITD	2	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	30%	\$15,070
EnterpriseITD	1	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	30%	\$7,535
EnterpriseITD	1	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	100%	\$0
EnterpriseITD	2	Atera ITDEnterprise, annual subscription, pay per technician	Sept 30, 2024 - Sept 29, 2027	\$3,588.00	60%	\$8,611

List Amount	\$161,460
Discount (35%)	(\$55,973)
Net Total	\$105,487



Payment Terms:

- Payment Method: Wire Transfer
- Payment Terms: 30 days from invoice issue date

Billing Schedule:

The total amount due shall be divided into 5 installments. For the first year, amount split into 2 payments and the subsequent 2 years of the term, 1 annual payment. Each payment due within 30 days of receipt of an invoice, according to the following payment schedule:

Year 1:

First Payment: Amount: \$15,000 Date: September 30th, 2024

Second Payment: Amount: \$20,162.4 Date: October 2nd, 2024

Year 2: Amount: \$35,162.4 Date: October 2nd, 2025

Year 3: Amount: \$35,162.4 Date: October 2nd, 2026

General Terms:

- This Order Form confirms the purchase of the subscriptions identified above from Atera Networks Ltd. ("Atera"), by the entity identified below ("Client"), in accordance with the terms of this Order Form and Atera's term of use located at <https://www.atera.com/terms-of-use/> ("Terms"), which Client hereby acknowledges and agrees to be bound by, and are incorporated herein by reference. To the extent that the Terms are in conflict with the provisions of this Order Form, the provisions of this Order Form shall prevail.
 - Payment shall be due and payable based on the above payment terms.
 - The prices shown above do not include any taxes that may apply. All payments are non-refundable.
 - All apps included in the Atera App Center are Third Party Services (as defined in the Terms) and are subject to their respective terms of service and fees. The Client may only use the apps included in their order form(s). If the Client's usage exceeds the specified amount or uses apps not specified in the order form, the Client authorizes Atera to invoice for the applicable amounts based on the app's standard monthly rates, which must be paid within 30 days of Atera's invoice. Amounts paid for App Center apps are non-refundable and may not be utilized after the term stated in the order form.
-

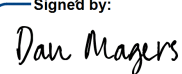


Winnebago County:

Name: Dan Magers

Title: Chief Information Officer

Date: August 5, 2024

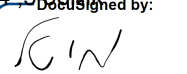
Signed by: 
Signature: 9244A039425E4D6...

Atera Networks LTD.

Name: Meytal Soffer

Title: Head of FP&A

Date: 2024-5-30 11:18 AM

Signed by: 
Signature: 25AA8B159E024AA...

Billing Information:

Billing Contact Name: Michaela Bradley

Email: MBradley@doit.wincoil.gov

Phone Number: 815-319-4312

Billing Address:

Street: 404 Elm St. Suite 506

City: Rockford

State: Illinois

Country: United States

Postal Code: 61101-1225

Atera Account Representative:

Name: Moshe Alexander

Email: moshe@atera.com

Phone Number: +1 332 877 9752



Ordinance Executive Summary

Prepared By: Human Resources Department
Committee Name: Operations and Administrative Committee
Committee Date: November 20, 2025
Board Date: November 25, 2025
Resolution Title: Ordinance Amending Section 62-242 [Claim Settlement Policies] of the Winnebago County Code of Ordinances

Budget Information

Was item budgeted? N/A	Approximate Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: N/A

Background Information: The attached ordinance is amending the claim settlement policies specific to workers compensation claims. Per the recommendation of our insurance company and the attached pooling agreement, working directly with Illinois Public Risk Fund (IPRF) to handle claim settlement policies would be the course of action.

This will provide confidentiality to the claims process as well as stream line these matters in an appropriate time frame.

Recommendation: Debbie Crozier, Human Resources Director

Follow-Up: Staff will work directly with legal to implement and follow ordinance amendments.

County Board Meeting: November 25, 2025

**ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2025 CO _____

SUBMITTED BY: PAUL ARENA

**ORDINANCE AMENDING SECTION 62-242 (CLAIM SETTLEMENT POLICIES) OF
THE WINNEBAGO COUNTY CODE OF ORDINANCES**

WHEREAS, the County Board of the County of Winnebago, Illinois (County) desires to amend its ordinances related to settling workers' compensation claims against the County; and

WHEREAS, Chapter 62, Article VI, Division 7, Section 62-242 provides levels of authority for settlement of workers' compensation claims against the County; and

WHEREAS, on December 6, 2021, the County entered into an Illinois Public Risk Fund (IPRF) Pooling Agreement (Agreement), which purpose is to establish an intergovernmental joint insurance pool providing for the defense and payment when due of all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act ("Workers' Compensation Laws"); and

WHEREAS, pursuant to the Agreement and as a member of the IPRF, the County appointed the IPRF as its agent "to make or arrange for payment of claims, medical expenses, and all other things required or necessary insofar as they affect the Member's liability under the Workers' Compensation Laws"; and

WHEREAS, the Winnebago County Board deems it necessary and appropriate to amend Section 62-242 (Claim Settlement Policies) of the Winnebago County Code of Ordinances to effectuate the County's duties under the Agreement and settle all workers' compensation claims in a timely manner.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article VI, Division 7, Section 62-242 of the Winnebago County Code of Ordinances, is hereby amended to read as follows:

Sec. 62-242. - Claim settlement policies.

Workers' compensation claims filed against the county shall be handled in the following manner, unless the county is an active member of the Illinois Public Risk Fund, in which event the terms and conditions of the pooling agreement shall apply:

(1) All recommended settlements in excess of \$25,000.00 must be approved by the county board.

(2) The county administrator shall have the authority to settle workers' compensation claims in excess of \$10,000.00 and up to \$25,000.00 with approval of the finance committee or its successor committee.

(3) The county administrator shall have the authority, with the concurrence of the chief financial officer, to settle all workers' compensation claims up to \$10,000.00.

The county administrator shall report to the finance committee or its successor committee, on a quarterly basis, the number and dollar amounts of any workers' compensation claims settled.

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately upon signing.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Ordinance to the County Auditor, the County Finance Director, County Human Resources Director, State's Attorney and the County Board Office.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

Paul Arena, Chair

Valerie Hanserd, Vice Chair

John Butitta

Joe Hoffman

Keith McDonald

Michael Thompson

Christina Valdez

DISAGREE

Paul Arena, Chair

Valerie Hanserd, Vice Chair

John Butitta

Joe Hoffman

Keith McDonald

Michael Thompson

Christina Valdez

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2025.

Joseph V. Chiarelli, Chairman of the
County Board of the County of
Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

Member No. 1539

**ILLINOIS PUBLIC RISK FUND
POOLING AGREEMENT**
(As Amended and Restated in 2018)

THIS AGREEMENT is made and entered into by and among the ILLINOIS PUBLIC RISK FUND (the "IPRF" or "Fund"), an Illinois not for profit corporation organized and operating as an intergovernmental joint insurance pool, and each of the members of the Fund (individually referred to herein as a "Member" and collectively as the "Members").

RECITALS

WHEREAS, the purpose of the Fund is to establish an intergovernmental joint insurance pool providing for the defense and payment when due of all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act (hereinafter referred to as the "Workers' Compensation Laws"), on behalf of "public agency members," as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970.

WHEREAS, the Illinois Intergovernmental Cooperation Act expressly authorizes public agencies to enter into intergovernmental contracts to jointly self-insure and utilize their funds to protect, wholly or partially, themselves and any public agency member of the contract against liability or loss in a designated insurable area; and

WHEREAS, the IPRF was established in 1985 to provide a means by which the public agency Members of the Fund could contract with each other pursuant to the Intergovernmental Cooperation Act in order to protect each other against liability or loss under the Workers' Compensation Laws; and

WHEREAS, the parties to this Agreement intend to create a valid, enforceable intergovernmental contract pursuant to the provisions of the Intergovernmental Cooperation Act by execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

I. FUND OPERATIONS AND CLAIMS ADMINISTRATION.

The IPRF will pay promptly when due the compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws. The affairs of the Fund shall be managed by or under the direction of its Board of Trustees which shall provide

for the efficient administration of claims under the Workers' Compensation Laws and otherwise under any applicable law of the State of Illinois imposing employer liability for bodily injury by accident or disease. In that regard, the Board of Trustees shall be vested with all powers necessary to properly manage and direct the affairs of the IPRF, including but not limited to the power, as may be deemed necessary by the Board of Trustees in its full and complete discretion, to:

- A. Provide for the efficient administration of claims by either employing or contracting for the services of an independent third party claims administrator (the "Fund Claims Administrator" or "Fund Administrator"), or by employing or contracting for the services of claims administration personnel or staff, (the "Fund Claims Administration" or "Fund Administration"). The Fund Administrator or Fund Administration, as the case may be, shall have the responsibilities for claims processing and administration; the investigation and adjustment of claims; the management and reporting of claims; compensation, claims, and benefits payments; and, risk data management and reports, including the establishing and monitoring of reserves, among other duties as may be authorized, directed, or delegated from time to time by the Board of Trustees;
- B. Provide or contract for safety and loss control programs and services for the benefit of the Fund and its Members;
- C. Employ or contract for the services of an independent accountant (the "Fund Accountant") who, at the direction of the Board of Trustees and the Treasurer, shall be responsible for IPRF's day-to-day financial matters, including the collection of Members' current, past due, and delinquent accounts, premiums, contributions, assessments, and penalties; the keeping and maintenance of the Fund's financial records, statements, reports, and books of account; and, the satisfaction and payment of the Fund's bills, debts, and other financial obligations;
- D. Employ or contract for the services of an independent, fiduciary investment advisor (the "Fund Advisor"), if deemed necessary by the IPRF's Board of Trustees, to provide advice and management concerning the Fund's assets and investments in accordance with the purposes and investment guidelines established by the IPRF, the Intergovernmental Cooperation Act, and all other applicable duties and policies, standards, guidelines established, created by law, regulation, or resolution of the Board of Trustees;
- E. Employ or contract for the services of an exclusive Marketing Agent who shall be responsible for the promotion and marketing of the Fund, and its program and services;
- F. Authorize and direct the Fund Accountant and the Marketing Agent in the collection of delinquent accounts resulting from any unpaid premiums, contributions, assessments, or penalties;
- G. Cause each Member to execute this Pooling Agreement, governing, among other matters and things, the liability of all Members for claims against the Fund;
- H. Obtain excess reinsurance coverage along with errors and omissions liability (E&O) and directors and officers (D&O) liability coverages for the Fund's Board of

Trustees, officers, and employees with insurance companies acceptable to the Board of Trustees, and in amounts considered reasonably adequate to cover the liabilities of the Fund, its Board of Trustees, officers, and employees, and to keep and maintain such insurance policy coverages in full force and in effect at all times along with such other insurance coverages as the Board of Trustees may determine to be reasonably prudent and necessary to protect the Fund and its assets; and, to procure and maintain a fidelity bond covering the IPRF's Board of Trustees, individually and collectively, the Fund Treasurer, the Fund Accountant, and any other person required by law or deemed appropriate by the Board of Trustees, having any responsibility respecting the IPRF's monies and securities, in an amount sufficient to protect the Fund against loss, misappropriation, or misuse of any monies or securities;

I. Set standards for the admission of Members to the Fund which shall include such requirements, guidelines, and precautions as the Board of Trustees from time to time shall deem to be reasonable and appropriate to promote the safe, prudent, proper, and responsible operation of the Fund for the benefit of duly qualified and financially suitable Members that are seriously committed to sound safety practices, risk management, and loss control programs;

J. To employ or contract for the services of such other persons, parties, providers, vendors, or consultants as the Board of Trustees may from time to time deem reasonably necessary or desirable to carry out the purposes of the Fund and to assure the continuous, efficient, and cost-effective operations of its programs.

II. COST OF MEMBERSHIP.

The Member's cost will be determined by the Board of Trustees. The Member's contribution or premium will be developed by an examination and audit of all the Member's records that relate to the coverages provided by this Agreement, including ledgers, journals, registers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data (the "payroll audit"). Rates, classifications, experience modification factors, and discounts approved by the Board of Trustees will be used to determine the Member's contribution or premium subject to the payroll audit.

III. ASSESSMENT PROVISIONS.

Whenever the Board of Trustees determines by means of an audit, annual certified financial statements, actuarial opinion, or otherwise that the assets of the Fund are less than the reserves which prudently should be maintained by the Fund, or which are required to be maintained by any applicable law, rule or regulation, then the Fund shall direct its Treasurer and the Fund Accountant (as defined in the Fund's By-Laws) to assess each Member of the Fund that was a Member during the Fiscal Year (as defined below) in which the events or occurrences giving rise to such assessment occurred, the amount necessary (in the aggregate) to correct the deficiency. Members will be assessed pro rata based upon their annual contributions, provided that, in no event shall the annual total of any Member's assessment exceed the greater of ten percent (10%) of that Member's gross annual premium or contribution to the Fund for the most recent Fiscal or Fund Year, as such terms are defined herein and by the IPRF's By-Laws, or the amount required under the applicable rule, law or regulation giving rise to the assessment. In the event of the inability of one or more Members, by reason of insolvency or otherwise, to pay such assessments, the Fund's Treasurer shall assess the other Members of the Fund for such unpaid

amounts. Notwithstanding the foregoing, a Member's liability under this Section for assessments shall be limited to the period of such Member's membership in the IPRF and the later of either the three (3)-year period commencing with the close of the most recent Fiscal Year during which the events, occurrences, or claims giving rise to such assessments happened, or the three (3)-year period beginning with the close of the Fiscal Year during which such Member's membership in the Fund was terminated.

IV. MEMBERS, TERMS, WITHDRAWAL, TERMINATION.

A. Membership in the Fund is limited to "public agency members" as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970. Membership in the Fund is subject to the approval of the Fund's Board of Trustees, the Fund Administrator, and the Fund's excess reinsurance carrier.

B. The initial minimum term of IPRF membership is one (1) year, unless terminated earlier pursuant to this Agreement or Article VIII of the Fund's By-Laws.

C. After the initial one (1) year minimum term, a Member may withdraw or resign its membership in the Fund for any year thereafter upon the giving of not less than ninety (90) days written notice to the IPRF Board of Trustees of its intent to withdraw or resign and, such resignation shall take effect no sooner than ninety (90) days from the date such notice is given. The ninety (90) day written notice required by this section shall be given, at least, 90 days prior to the expiration of the Member's then-current term. It is paramount for the Fund to receive the written notice required by this section ninety (90) days in advance of the end of the withdrawing Member's term because the Fund must know which of its Members are covered on an annual basis. The Fund cannot carve out shortened timeframes for members who terminate on any lesser amount of time as such shortened termination timeframes may lead to ambiguities in coverage.

D. A Member's written notice tentatively terminating such Member's membership must be rescinded, if at all, by subsequent written notice received by the IPRF no later than the final day of the then-current policy term. If the tentative termination is not rescinded, the Member's membership in the IPRF will be terminated as of 11:59 PM on the final day of the Member's then-current term. If the Member does timely rescind its tentative termination as provided in this paragraph, such Member's membership shall be renewed in the ordinary course, with no interruption in coverage.

E. A Member may be terminated from the IPRF under rules set forth in the Funds By-Laws for reasons which include, but are not limited to, the following:

- (1) When the Member fails to pay the premium, contribution, assessment, or other amounts due and payable to the Fund in full;
- (2) When the Member fails to cooperate with the Fund, or with its Trustees, Marketing Agent, officers, employees, contractors, or agents, in regards to audits, payments, financial and claims reporting, safety, loss control, and prevention, or any other subject having to do or connected in any way with the operations and

purposes of the IPRF as determined by the Board of Trustees in its sole discretion;

(3) When the Member fails to carry out the recommendations of any safety, loss control, or prevention survey, inspection, or examination, or fails to adhere to generally accepted accounting or financial practices, or fails to follow the IPRF's safety, loss control, risk prevention, or claims reduction standards, policies, or programs as determined by the Board of Trustees in its sole discretion;

(4) When the Member fails to meet the membership eligibility requirements set forth in Paragraph IV(A) above, as determined at any time by the Board of Trustees in its sole discretion;

(5) When the Member engages in conduct detrimental to the integrity, stability, or strength of the IPRF or any of its programs as determined by the Board of Trustees in its sole discretion; or

(6) When the member fails to meet other requirements for continued participation that may be determined by the Board of Trustees in its sole discretion to preserve the stability and strength of the Fund and which are consistent with the provisions of the By-Laws, including participation in the programs or efforts designed to reduce losses or adjust claims in order to carry out the purposes for which the IPRF was established.

F. REGARDLESS OF THE EFFECTIVE DATE OF ANY MEMBER'S VOLUNTARY OR INVOLUNTARY TERMINATION OF MEMBERSHIP IN THE FUND, PAID PREMIUMS WILL NOT BE REFUNDED OR PRO-RATED.

V. COVERAGE INDEMNITY AND DEFENSE.

In consideration of payment of the Member's contributions as described in this Agreement in general, and as set forth in Part II in particular, the Fund agrees:

A. Coverage: The Fund will pay promptly when due all compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws and as such Laws may be amended from time to time.

B. Defense. Settlement. Supplementary Payments: As respects the coverage afforded by the other terms of this Agreement, the Fund shall:

(1) Defend any proceeding against the Member seeking such compensation and other benefits and any suit against the Member alleging work-related accidental injuries or occupational diseases, as those terms are defined under the Workers' Compensation Laws and seeking damages on account thereof, even if such proceeding or lawsuit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems expedient or necessary.

(2) Pay all expenses incurred by the Fund, all costs taxed against the Member in any such proceeding or suit, and all interest accruing after entry of award or judgment until the Fund has paid, tendered, or deposited such part of such judgment as does not exceed the limit of the Fund's liability thereon; provided, however, that in no event shall the Fund be responsible for payment of any fines, penalties, or interest thereon imposed upon a Member as a result of such Member's violation of or misconduct under the Workers' Compensation Laws or otherwise.

C. Applicability of Coverage: The coverage, compensation, other benefits, defense, and payments provided under this Agreement apply or is accorded only to accidental injuries, disablements, exposures, and fatalities (as those terms are defined under the Workers' Compensation Laws) occurring during the membership term. All states coverage will be provided by the Fund.

D. Conditions: Classifications, rates, modification factors, and discounts, shall be determined by the Board of Trustees in its sole discretion. Each Member shall maintain records of the information necessary for contribution or premium computation, and the IPRF, its Board of Trustees, the Fund Accountant and its duly authorized agents and representatives shall be allowed to examine and audit all of the Member's records that relate to the coverage, indemnity and defense provided by this Agreement, including ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for sharing and receiving data. The IPRF may conduct the audits during regular business hours during the membership or coverage period and within three (3) years after such membership or coverage period ends. Information developed by audit will be used to determine the amount of any final premium or contribution due under this Agreement subject to the right of the Fund through its Board of Trustees to determine and set the amount of any premium, contribution, assessment, debt, penalty, or other amount due to be paid the IPRF in its full and sole discretion.

VI. MEMBERS' OBLIGATIONS.

Each Member agrees to be bound by all of the terms and conditions of this Agreement, any subsequent amendments, revisions or alterations of this version of the Agreement (each version to be retained in IPRF's books and records), the IPRF's By-Laws, as they may be amended from time to time, and to abide by any rules, resolutions, and regulations that are promulgated by the Board of Trustees for the administration of the Fund, which shall include, but not be limited to, the following:

A. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the IPRF, its Board of Trustees, and their duly authorized agents and representatives to promote the general welfare of such Member's employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluations or recommendations made by the IPRF, its Board of Trustees, or their duly authorized agents and representatives in making decisions concerning such Member's safety program and practices.

B. When an injury or disablement to an employee of a Member covered by this Agreement occurs, the Member shall immediately provide for immediate emergency and other medical services as provided by Sections 8(a) of the Illinois Workers' Compensation Act (820 ILCS 305/8(a)), and shall immediately notify the IPRF of the loss or claim and cause to be prepared and transmitted to the Fund Administrator or Fund Administration, as the case may be, an Employers First Report of Injury (Form 45) as prescribed by the IPRF, the Illinois Workers' Compensation Commission and the Federal Occupational Safety and Health Administration (OSHA).

C. If a claim is made or suit or other proceeding is brought against the Member, then the Member shall immediately forward to the IPRF every demand, notice, summons, claim form, suit or other legal or administrative process received by it.

D. The Member shall cooperate with the IPRF and, upon the Funds request, shall attend all hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and otherwise cooperate in the conduct of all suits, hearings, or proceedings. The Member shall not, except at its own cost, which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of the injury as are required by the Workers' Compensation Laws or otherwise.

E. Each Member shall make prompt payment of all contributions, premiums, assessments, and other amounts due as required under this Agreement and the Fund's By-Laws.

F. Each Member does hereby appoint the IPRF as its agent to act in the Member's behalf to file reports and to make or arrange for payment of claims, medical expenses, and all other things required or necessary insofar as they affect the Member's liability under the Workers' Compensation Laws or such Member's obligations under the rules, regulations, and orders of the Illinois Workers' Compensation Commission or any other administrative agency or court having jurisdiction.

G. Each Member agrees that in the event of the payment of any compensation, other benefits, defense or other payments by the IPRF under this Agreement, the Fund shall be subrogated to the extent of such payment to all rights of the Member against any person or other entity legally responsible for such damages or losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery.

H. The IPRF, its Board of Trustees, and any of their duly authorized agents, employees, and attorneys, and a representative shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Agreement, and shall be permitted at all reasonable times and within three (3) years following termination of membership to examine the Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify contributions, premiums, or other amounts which are due or payable, or which were paid to the Fund.

1. In consideration of the rights, privileges, and benefits of IPRF membership, the Member agrees and consents that it may be sued by the Fund in any Illinois court having jurisdiction for any premiums, assessments, contributions, debts, penalties, or other monies that are not paid to the Fund on the due date thereof, including but not limited to all reasonable attorneys' fees, expenses, and costs incurred by the Fund in the collection process through litigation, arbitration, or otherwise. Each Member further specifically agrees, consents, and submits to the jurisdiction, venue, and service of process of the Circuit Court of DuPage County, Illinois.

VII. EFFECTIVE TIME AND DATE.

The Fund shall operate on a fiscal year consistent with the calendar year beginning on the first day of January and ending on the last day of December (the "Fiscal Year" or "Fund Year"), and effective date of this Agreement shall be the date the parties entered into this Amended and Restated Pooling Agreement as set forth below.

VIII. ENTIRE AGREEMENT.

This Amended and Restated Pooling Agreement supersedes any prior Pooling Agreement between the parties.

IX. NO PRESUMPTION ARISES.

This Amended and Restated Pooling Agreement shall be presumed to have been drafted by the parties that are signatories hereto. No presumption shall arise against either party if any term hereof shall be considered ambiguous.

IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Pooling Agreement as of date set forth below.

Date: 12.6.21

ILLINOIS PUBLIC RISK FUND

By: Leresa M. Dornan
Title: IPRF Secretary

MEMBER

PATRICK THOMPSON
(Print name of Member)

By: Patrick Thompson
Title: County Administrator

**ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2025 CO _____

SUBMITTED BY: JOHN PENNEY

**ORDINANCE AMENDING CHAPTER 50, ARTICLE V, DIVISION 3 OF THE
WINNEBAGO COUNTY CODE OF ORDINANCES TO REGULATE NOISE IN
UNINCORPORATED WINNEBAGO COUNTY, ILLINOIS**

WHEREAS, the County of Winnebago, Illinois (County) has the authority pursuant to 720 ILCS 5/47-5 [Public Nuisance] to declare what are nuisances and abate such nuisances within the unincorporated areas of the County; and

WHEREAS, pursuant to the Illinois Counties Code, 55 ILCS 5/5-12001, the County also has the authority to regulate and restrict location and use of buildings, structures and land for trade, industry, residence and other uses and to regulate and restrict the intensity of such uses, for the purpose of promoting the public health, safety, morals, comfort and general welfare, and conserving the values of property throughout the county; and

WHEREAS, the County seeks to regulate noise within the unincorporated areas of the county for the purpose of protecting the public health, safety, morals, comfort, and general welfare of its residents; and

WHEREAS, the Operations and Administrative Committee recommends that the Winnebago County Board adopt the proposed amendment to Chapter 50, Article V, Division 3 of the Winnebago County Code of Ordinances attached hereto as Exhibit A; and

WHEREAS, the proposed language is intended to declare and abate the nuisance of loud and excessive noise within the unincorporated areas of the County of Winnebago, Illinois.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, as follows:

Section 1. That the foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein;

Section 2. That the Winnebago County Code of Ordinances is hereby amended by adding a Chapter 50, Article V, Division 3 “Noise”, as set forth in Exhibit A, which is attached to this Ordinance;

Section 3. That this Ordinance shall be in full force and effect immediately upon signing; and

Section 4. That the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the Winnebago County Administrator, the Winnebago County Sheriff, the State’s Attorney, and the County Board Office.

EXHIBIT A

CHAPTER 50 – HEALTH AND SANITATION

ARTICLE V. – NUISANCES

DIVISION 3. – NOISE

Sec. 50-297 - Title.

This division shall be known, cited, and referred to as the “Noise Ordinance of Winnebago County, Illinois.”

Sec. 50-298 - Definitions.

Instrument means any musical instrument, whether electronically amplified or not. Instruments include, but are not limited to bells, horns, and drums.

Sound amplification device means any machine or device for the amplification of the human voice, music, sounds emanating from a motor vehicle or any other machinery, or any other noise or sound. Sound amplification devices include speakers, amplifiers, bullhorns, megaphones, radios, tape players, compact disc players, loudspeakers, or any other system that increases volume.

Sec. 50-299 - Nuisance declared; Applicability.

All noise made in violation of this Ordinance is hereby declared to be a public nuisance. This Ordinance applies to conduct which occurs within the geographic boundaries of the County of Winnebago, Illinois, but outside the corporate limits of a city, village, or incorporated town.

Sec. 50-300 - Exemptions.

The following sources of noise are exempt from application of this ordinance:

- (a) Noise generated by emergency equipment and work necessary for law enforcement, fire prevention, or for the health, safety, and welfare of the public;
- (b) Noise generated by agricultural, industrial, construction, repair, or remodeling work where the noise from such can be heard from a distance of 100 feet or more from the source of the noise; and
- (c) Noise generated by events or occasions for which a permit (e.g. special event, special use) was applied for and granted.

Sec. 50-301 - Prohibited noise.

It shall be unlawful and a public nuisance to use or operate a sound amplification device or instrument so that the device or instrument produces loud, unreasonable or unnecessary sounds which can be heard at a distance greater than 100 feet from said device or instrument and which injures or endangers or diminishes the health, peace, safety, or welfare of others, unless one has obtained a permit to do so from the County of Winnebago, Illinois, between the hours of 10:00 pm and 7:00 am Sunday through Thursday and 11:59 pm and 7:00 am Friday and Saturday and on state and federal holidays.

Sec. 50-302 - Enforcement authority.

Violations of this Ordinance shall be enforced by the Winnebago County Sheriff or his or her designee(s) and, at his or her discretion, may proceed through the administrative adjudication process that is set forth in Chapter 4 of this Code.

Sec. 50-303 - Penalties.

(a) Any person who violates any provision of this Ordinance shall be deemed to have committed an ordinance violation and shall be fined a minimum of one hundred dollars (\$100.00) and a maximum of five hundred dollars (\$500.00) per violation. Each 24-hour period in which, or during which, a violation occurs shall constitute a separate offense. Second or subsequent violations of Section 50-301 within a one-year period shall incur a penalty of not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00).

(b) In addition to any penalty provided by this Ordinance, the Winnebago County State's Attorney is authorized to initiate action to obtain injunctive relief in the Circuit Court, including, but not limited to, the issuance of a temporary restraining order and preliminary injunction, in order to abate any such nuisance as enumerated in this Ordinance.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

Paul Arena, Chair

Valerie Hanserd, Vice Chair

John Butitta

Joe Hoffman

Keith McDonald

Michael Thompson

Christina Valdez

DISAGREE

Paul Arena, Chair

Valerie Hanserd, Vice Chair

John Butitta

Joe Hoffman

Keith McDonald

Michael Thompson

Christina Valdez

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2025.

Joseph V. Chiarelli, Chairman of the
County Board of the County of
Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 17, 2025
Resolution Title: Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
County Code: Not Applicable
Board Meeting Date: November 25, 2025

Budget Information:

Was item budgeted?	Yes	Amount:	\$51,000.00
If not, explain funding source: n/a			
ORG/OBJ/Project Code: n/a		Budget Impact: n/a	

Background Information: The County and 17th Judicial Circuit Court proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC) using funding from the probation services funds. REMEDIES will provide partner abuse intervention programming services in the RIC. Partner Abuse Intervention Programming (PAIP): participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. After intake/assessment, program participants must attend group programming and actively participate and acknowledge abusive behavior against their intimate partner.

Recommendation: Approval of the following annual service agreement:

Agreement with Remedies for Substance Abuse and Partner Abuse Intervention @ RIC \$51,000.00

Contract/Agreement: County will execute agreement with REMEDIES agreement (Resolution Exhibit A) which contains a 7-day out clause.

Legal Review: Legal review of agreement was completed.

Follow-Up: n/a

**RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2025 CR

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

WHEREAS, the County of Winnebago, Illinois (County) and the 17th Judicial Circuit Court wish to continue to engage the services of Remedies Renewing Lives, Inc. (Remedies) to provide Partner Abuse Intervention Program (PAIP) services for the Resource Intervention Center Program (RIC); and

WHEREAS, Remedies wishes to continue to provide such services for the County and the 17th Judicial Circuit Court; and

WHEREAS, the County, the 17th Judicial Circuit Court and Remedies have negotiated an agreement for services for fiscal year 2026, as set forth in the Agreement attached as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that subject to the Winnebago County Board's approval of the annual appropriation ordinance for Fiscal Year 2026, the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc., in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, Chief Judge of the 17th Judicial Circuit Court and the Executive Director of Remedies.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

LORI GUMMOW

CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

JOSEPH V. CHIARELLI

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



AGREEMENT
BETWEEN COUNTY OF WINNEBAGO, ILLINOIS, THE 17th JUDICIAL CIRCUIT COURT, AND
REMEDIES RENEWING LIVES, INC.

The Parties to this Agreement are County of Winnebago, Illinois (hereinafter "COUNTY"), the 17th Judicial Circuit Court (hereinafter "COURT") and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter "REMEDIES"). COUNTY, COURT and REMEDIES may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services; and

WHEREAS, REMEDIES is a state of Illinois Partner Abuse Intervention Program (PAIP) Protocol approved site to provide PAIP services; and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendants/clients.

NOW, THEREFORE, the Parties agree as follows:

I. General Terms

A. Term of Agreement

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2025 and ending on September 30, 2026.

B. Termination Upon Notice

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving seven (7) days written notice to COURT and COUNTY. COUNTY may terminate this Agreement at will by giving seven (7) days written notice to REMEDIES and COURT.

C. Confidentiality

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendants/clients identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

D. Warrant of Authority

Each PARTY warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

E. Indemnification

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the COURT or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

REMEDIES shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

F. Consultation and Reporting

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meetings to review the services provided to the COURT's Resource Intervention Center Program (RIC).

II. Scope of Services

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's RIC, as appropriate for client service needs pertaining to domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes. The services to be performed by REMEDIES under this Agreement shall include the following listed below.

A. Intake Process and Assessments

As part of the intake process for any domestic violence PAIP referral, REMEDIES will incorporate the Ontario Domestic Assault Risk Assessment (ODARA), a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-

Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services;

Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/car/admincode/089/089005010B00900R.html>.

Upon assessment completion of the results will be scanned and attached to the file in the FCE case management system within seventy-two (72) hours.

B. PAIP- Domestic Violence

REMEDIES agrees to provide up to three (3) PAIP groups per week. PAIP services will be facilitated during the term of this agreement to participants meeting once per week for two (2) hour sessions. The following schedule shall initially apply. The same may be modified with reasonable notice provided and mutually agreed upon.

Tuesdays 5:30pm-7:30pm

Wednesdays 2:15pm-4:15pm

Thursdays 5:30pm-7:30pm

The number of participants in each group will not exceed fifteen (15) persons. The PAIP will incorporate an education-based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II (A). REMEDIES will utilize the Change Curriculum for Men, a cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

C. General Staffing

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (.6) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group.

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services- Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have passed a background clearance conducted by COURT. All REMEDIES supplied staff are preferred to minimally have a bachelor's degree. A bachelor's degree is required for the REMEDIES facilitator of the PAIP group. The REMEDIES PAIP co- facilitator is preferred to have a bachelor's degree.

III. Costs and Billing for Services

REMEDIES shall be compensated in the amount not to exceed \$51,000.00 for those services performed by pursuant to this Agreement.

REMEDIES will submit an invoice by the fifth date of the month following month end. Invoices must detail services rendered and applicable rates as well as receipts. A budget agreed to by the COUNTY, COURT and REMEDIES detailing approved, allowable expenses and the cost structure of the same is hereby incorporated into this Agreement.

IV. Office Support and Payment for Services

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq*). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

V. Entire Agreement

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

VI. Governing Law

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

Dated: 10/31/2025

County of Winnebago, Illinois

By: Joseph V. Chiarelli
Joseph Chiarelli, in his capacity as Chairman of the
County Board of the County of Winnebago, Illinois

Dated: 10/30/25

The 17th Judicial Circuit Court

By: John Lowry
John Lowry, in his capacity as Chief Judge of the 17th
Judicial Circuit.

Dated: _____

Remedies Renewing Lives, Inc.

By: Gary Haldach
Gary Haldach, in his capacity as President and CEO

UNFINISHED BUSINESS

Appointments

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: November 25, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the Illinois Environmental Protection Agency a Public Notice regarding Proposed Renewal of Clean Air Act Permit Program Permit Rockford Brake Manufacturing, Inc in Rockford.
2. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for the following:
 - a. Town of Rockton
 - b. Town of Roscoe
3. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the Collector Investment Report as of November 1, 2025.

Adjournment