

### Empowering Youth. Strengthening Communities.

2010 Best of Bolingbrook Businesses "Non-Profit Category" Award Winner 2019 "Non Profit of the Year" from the Romeoville Area Chamber of Commerce

This agreement made as of	between Heart Haven OutReach (H2O) (hereinafter referred
to as "Provider") and DuPage Township for the	provision of mentoring (as provided by adults, 21 and older that
have passed a Criminal Background check and co	ompleted 4 hours of mentor training offered through Heart
Haven Outreach) for 6 <sup>th</sup> -12 <sup>th</sup> grade students.	

The Provider shall follow the following policies and procedures:

- ✓ The DuPage Township will receive an orientation on the Provider's referral and mentoring policies.
- ✓ The DuPage Township will assign a designated contact person for communication between the Provider and the DuPage Township.
- ✓ The Provider will share a record, monthly, of all mentoring sessions that have taken place between mentors and mentees, including demographic information (age, sex, ethnicity) of mentee.
- ✓ The DuPage Township agrees to reimburse The Provider \$25 per mentoring session submitted, with the total payment not to exceed \$10,000 per fiscal year. Reimbursement changes will be made if the needs of the DuPage Township increase or decrease. Advance notice of any planned change in reimbursements will be communicated by the DuPage Township to the Provider.
- ✓ The Provider will schedule all mentoring sessions with mentees.
- ✓ The DuPage Township will follow a pre-determined protocol for referring mentees to the Provider.

The following terms and Agreements will apply with respect to the provision of services by the Provider:

- The term of this Agreement will begin on the day set forth below and will continue until terminated by either
  party giving notice of termination to the other party. Termination will become effective not less that 30 days
  from the date of the written notification. However, either party may terminate this Agreement if the other party
  breaches the terms of this Agreement and does not rectify the breach within 14 days of notification of said
  breach.
- 2. The Provider will be responsible for all billings and services she/he provides. It shall be the responsibility of the Provider to maintain adequate records of all services rendered under this Agreement by the Provider.
- 3. The parties of this Agreement shall be deemed to be independent contractors for all purposes. The Provider is not an employer, employee, partner, or joint venture with the DuPage Township or any of the Facility or any of the Facility's officers, directors, or employees. It is understood that the principal concerns of the parties are the achievement of satisfactory professional services by the Provider. The Provider does not agree to adhere to all currently approved methods and practices of the specialties of those persons performing mentoring services. The Provider further agrees to adhere to the ethical standards dictated by his/her profession and comply with all applicable state laws.

- 4. The Provider agrees to make available to the DuPage Township a copy of the current resumes of any of the Provider's employees who are rendering professional services for the DuPage Township.
- 5. During the term of this Agreement and for one year thereafter, the DuPage Township shall refrain from soliciting or attempting to contract for the provision of services of any kind from the Provider's employees or contractors without the express written consent of the Provider. The DuPage Township shall similarly refrain and be prohibited from soliciting or attempting to employ or contract for the provision of services of any kind from the Provider's former employees or contractors for one year from the date of the former employees contractors termination of work for the Provider without the express written consent of the Provider.
- 6. The Provider shall indemnify, defend, and hold the DuPage Township harmless from any and all losses, liabilities, claims, actions, causes or action, damages, interest, expenses, attorney's fee, or other costs arising out of any damage or injury to persons or property caused by or sustained in connection with the exclusive performance of this Agreement with the Provider or arising out of any violation or breach by the Provider of any applicable statute, law, rule, regulation, code, or ordinance, or any provision of this Agreement by the Provider.
- 7. The Provider assumes professional and administrative responsibility for services rendered. Under this Agreement, no assumption of responsibility is made for direct supervision or control of the Provider or the Provider's employees and contractors as to the professional services rendered to the DuPage Township's residents, including services for which payment is made by the DuPage Township to the Provider. Accordingly, the Provider hereby agrees to indemnify and hold the DuPage Township harmless from any liabilities incurred or charged against the DuPage Township on behalf of, for the benefit of, or due to the activities of the Provider or the Provider's employees and/or independent contractors. The Provider further agrees to maintain, at the Provider's own expense, adequate professional liability (\$1,000,000,\$2,000,000), general liability insurance (\$1,000,000,\$2,000,000) and workers compensation insurance (statutory maximum limits) with a company licensed to do business in the State. On or prior to the commencement date of this Agreement, the Provider shall furnish satisfactory evidence of such insurance coverage.
- 8. The Agreement shall be subject to, and shall be governed by the laws and cases of this State. If any part of this Agreement is determined to be unenforceable for any reason, the remaining portions shall remain in effect to the extent enforceable by law. No amendment or alteration of this Agreement shall be valid unless reduced to writing and signed by the parties.

Ackr	nowledged and Agreed on: _		
By:		By:	
	Heart Haven Outreach Repre	sentative	DuPage Township Representative

### **DUPAGE TOWNSHIP**

### **RESOLUTION NO. 23-04**

### AUTHORIZING THE EXECUTION OF COMPROMISE AGREEMENTS TO SETTLE OUTSTANDING TAX OBJECTION CLAIMS

**WHEREAS,** DuPage Township ("Township") is a township duly organized and existing pursuant to the Township Code, 60 ILCS 1/1-1 *et seq.*; and

WHEREAS, the Township is a party to certain litigation wherein Plaintiffs have alleged that the monies levied in three years for the General Assistance Fund are in excess of that required for Fund purposes; and

WHEREAS, the Township has negotiated settlement of the claims made to resolve the litigation on a basis fair and equitable to the Township; and

WHEREAS, the Supervisor and Board of Trustees has determined that it is advisable and in the best interest of the Township and residents to authorized enter into the Compromise Settlement Agreements to settle the disputed levies.

### NOW, THEREFORE, BE IT RESOLVED BY THE DUPAGE TOWNSHIP BOARD OF TRUSTEES, WILL COUNTY, ILLINOIS, as follows:

**SECTION 1** The foregoing recitals are incoglorated herein by reference.

**SECTION 2.** That the Township hereby authorizes settlement of tax objections made to the General Assistance Fund for the levy years 2019 and 2020, in the total amount of \$51,469.57.

**SECTION 3.** That the attorney for the Township is here directed and authorized to execute the Compromise Settlement Agreements on behalf of the Township, after ascertaining they are in correct form and satisfactory to the understanding between the parties in the litigation.

**SECTION 4**. This Resolution shall be in full force and effect immediately upon its passage.

**PASSED** by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois this 21ST day of March 2023, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Trustee Braxton				
Trustee Ransom				
Trustee Savage				
Trustee Townsend				
Supervisor Marschke				
Total				

**APPROVED** at a Regular Meeting of the Board of Trustees of DuPage Township, on March 21st, 2023.

<u>/s/Gary Marschke</u> Township Supervisor

ATTEST:

/s/Barbara Parker

Township Clerk



Keri-Lyn J. Krafthefer kkrafthefer@ancelglink.com (P) 312.604.9126 (F) 630.596.4611

February 19, 2023

Hon. Gary Marschke Supervisor, DuPage Township 241 Canterbury Lane Bolingbrook, IL 60440

Re: ATTORNEY CLIENT PRIVILEGED INFORMATION
POTENTIAL SETTLEMENT OF TAX RATE OBJECTION CASES

Dear Supervisor Marschke:

As you know, we have been representing the Township in tax rate objection cases from the 2019 and 2020 tax years. Both of these lawsuits allege that the Township levied too much (for an "excess accumulation") in the general assistance fund. I know these actions predated your time as Supervisor and you have been working to fund general assistance at an appropriate level during your term of office. However, the Township does not have any defenses to the actions of the previous Township Board in overlevying in the general assistance fund. Accordingly, we are attempting to settle these cases.

The tax rate objectors have offered to settle each of the cases for 50% of the amounts that were overpaid by the taxpayers who are the plaintiffs in the litigation. For 2019, the proposed settlement amount would be \$27,136.56. For 2020, the proposed settlement amount would be \$24,333.01. I am seeking authority from the Township Board to settle these cases for these amounts. Please let me know if this is acceptable.

Sincerely,

Keri-Lyn J. Krafthefer

cc: Township Administrator Jackie Traynere Amber Samuelson, Ancel Glink

Enclosure

### RESOLUTION NO. 23-05

### A RESOLUTION OF THE DUPAGE TOWNSHIP BOARD PROVIDING FOR THE ACQUISITION OF PROPERTY AND TO BUILD A BUILDING TO HOUSE A FOOD PANTRY AND RESOURCE CENTER

WHEREAS, DuPage Township is an Illinois public entity operating under the laws of the State of Illinois; and

WHEREAS, at the 2022 annual town meeting in DuPage Township, the electors voted to delegate the power to acquire property to the Township Board for the purpose of acquiring land for a food pantry building pursuant to a grant the Township has been awarded to do so and;

WHEREAS, the Township has received grant funding to assist in paying for the acquisition of property for the purpose of building a building to house a food pantry; and

WHEREAS, to implement the will and direction of the electorate as communicated at the 2022 annual town meeting, the Township Board has entered into a contract to purchase property, hired an architect and commenced the initial steps to plan for the building of the food pantry; and

WHEREAS, Section 30-50 of the Illinois Township Code gives the electors the ability to make all orders for the purchase or use of the Township's corporate property; and

WHEREAS, the electors of DuPage Township deem it in the best interests to acquire property and build a building for a food pantry.

NOW, THEREFORE, BE IT RESOLVED BY THE DUPAGE TOWNSHIP BOARD OF DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS, as follows:

**SECTION 1:** The preliminary paragraphs set forth above are incorporated herein as part of this Resolution.

**SECTION 2:** The electors of DuPage Township hereby authorize the Township, through the Township Board, to acquire real property located at NE Corner Lily Cache and

Canterbury pins 12-02-15-107-037-000 and 12-02-15-107-038-0000, Bolingbrook, Illinois, 60440, at a purchase price not to exceed \$ 595,000.

**SECTION 3:** The electors of DuPage Township hereby authorize the Township, through the Township Board, to construct a building for the purposes of operating a food pantry at said location specified in Section 2 above.

**SECTION 4:** The Township Board, Supervisor and Clerk are hereby authorized to take any and all actions necessary to effectuate said purchase.

**SECTION 5:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**SECTION 6**: All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7:** This Resolution shall be in full force and effect from after its passage, approval and publication as provided by law.

	YES	NO	ABSENT	PRESENT
Trustee Braxton				
Trustee Ransom				
Trustee Savage				
Trustee Townsend				
Supervisor Marschke				
Total				

\_\_/s/ Gary Marschke SUPERVISOR

ATTEST:

/s/Barbara Parker TOWN CLERK

Dated this 21ST date of March, 2023.

STATE OF ILLINOIS	}	
COUNTY OF WILL	}	SS
TOWNSHIP OF DUPAGE	=}	

### **RESOLUTION 23-06**

### A RESOLUTION TO DESIGNATE THE TOWNSHIP SUPERVISOR AS OWNERS AGENT FOR FOOD PANTRY AND RESOURCE CENTER

WHEREAS, the DuPage Township will be constructing a new Food Pantry and Resource Center, and

WHEREAS, it is necessary for Township Board to appoint an owner's agent to interact with all consultants, architects and contractors for the advancement of Food Pantry and Resource Center Project, and

WHEREAS, the DuPage Township Board receives monthly updates regarding the progress of all projects.

NOW, THEREFORE, BE IT RESOLVED, that The DuPage Township Board hereby designates the Township Supervisor as owner agent for Food Pantry and Resource Center.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

	YES	NO	ABSENT	PRESENT
Trustee Braxton				
Trustee Ransom				
Trustee Savage				
Trustee Townsend				
Supervisor Marschke				
Total				

/s/ Gary Marschke
Supervisor

ATTEST:	
/s/ Barbara Parker	_
Dated the 21st day of March,	2023

### MODIFICATIONS TO AIA DOCUMENT B101-2017

The following modifies the "Standard Form of Agreement Between Owner and Contractor," AIA Document B101-2017. Where a portion of the Agreement is modified or deleted the unaltered portions of the Agreement shall remain in effect. To the extent there is a conflict between this document and the B101-2017, the terms of this document shall prevail.

### **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

### 2.2

- 1. Add "to the same level of quality as is" after "The Architect shall perform its services" in line 1.
- 2. Add "and to the same level of quality" after "The Architect shall perform its services as expeditiously" in line 3.

### 2.4

- 1. Add "compromises or" after "interest or contribution that" in line 2.
- 2. Add "and commitment" after "the Architect's professional judgment" in line 3.

### Add "2.6 General Insurance Provisions" and the following sub-sections:

- "2.6.1 Evidence of Insurance. Prior to beginning work, Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies."
- "2.6.2 Acceptability of Insurers. The Insurance carriers must be licensed and authorized in Illinois for the lines of insurance coverage provided.
- "2.6.3 Cross-Liability Coverage If Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage."
- "2.6.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Architect may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses."
- "2.6.5 Subcontractors. Architect shall cause each subcontractor employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each subcontractor."

### After new section 2.6 add new section "2.7 Indemnification:"

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the architect's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from, or is attributable to misuse or improper use of patents, trademark or copyright protected material or otherwise protected intellectual property, and (ii) is caused by any wrongful or negligent act or omission for the Architect, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Architect shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect, Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

### Add new section "2.8 FOIA Responsibilities:"

"Architect agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Architect shall produce records without cost to the Owner which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Architect shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Architect's failure to produce documents or otherwise appropriately respond to a request under the Act, then Architect shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties."

### ARTICLE 3. SCOPE OF ARCHITECT'S BASIC SERVICES

### 3.1

- 1. Add "Unless otherwise specified by the Proposal Documents or modified herein," to the beginning of 3.1.
- 2. Add "Unless otherwise specified in the Proposal Documents or modified herein," before "services not set forth" in the second sentence.
- 3. Add "In the event of conflict between the Proposal Documents and Article 3 herein, the more strict provisions describing Architect's service shall apply" to the end of this section.

### 3.1.1

1. Add "including any services provided by Architect's consultants, as enumerated under this Agreement, consult with Owner" after "The Architect shall manage the Architect's services," in line 1.

### 3.1.2

1. Add "reasonably" in the second sentence after "The Architect shall be entitled to."

2. Delete "and shall not be responsible for" in the second sentence.

### 3.1.3

- 1. Add "and any of Architect's consultant's services" at the end of the first sentence.
- 2. Add "and Owner's Board of Commissioner's" after "The schedule shall include allowances for periods of time required for the Owner's" in lines 4-5.
- 3. Add "as determined by Owner," after "except for reasonable cause," in line 7.
- 4. Add "written" after "With the Owner's" in the second to last line.

### 3.1.4

1. Delete "written approval" and replace with "knowledge or evaluation."

### 3.1.5

1. Delete the last sentence and replace with the following: Insert "The Architect shall be responsible to the Owner for any claims, damages, losses, and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement."

### 3.2 Schematic Design Phase Services

### 3.2.2

1. Delete "discovered" from the last sentence.

### 3.2.3

- 1. Add "and Owner" after "The Architect" in the last sentence.
- 2. Replace "reach an understanding" with "reach a mutual understanding" in the last sentence.
- 3. Delete the words "with the Owner" immediately preceding "regarding the requirements of the Project."

### 3.2.5

1. Add "per the Request for Proposal" at the end of the last sentence.

### 3.3 Design Development Phase Services

### 3.3.1

1. Delete "illustrate" and add "fix" after "The design development documents shall" in line 3.

### 3.3.2

1. Add "due to any Owner approved adjustments" at the end of sentence.

### 3.4 Construction Documents Phase Services

### 3.4.1

1. Add "The Construction Documents shall reasonably comply with all applicable laws, statutes, ordinances, codes, rules and regulations relating to the Architect's services and the Project." at the end of Section 3.4.1.

### 3.4.2

1. Add "including any necessary design requirements to obtain permit approval" at the end of the sentence.

### 3.4.3

- 1. Add "at Owner's direction," after "The Architect shall also compile" in line 4.
- 2. Delete "that includes" and replace with "consisting of Owner's documents, unless otherwise agreed, including" in the last sentence.

### 3.4.4

1. Add "due to any Owner approved adjustments" at the end of the sentence.

### 3.4.5

1. Add "Any defective designs or specifications not to the level of quality as is customary in the industry furnished by the Architect will be corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or part of the Architect's services hereunder, or of the Project itself, shall in no way alter the Architect's obligations or the Owner's rights hereunder."

### 3.5 Procurement Phase Services

### 3.5.2 Competitive Bidding

### 3.5.2.1

- 1. Delete "and" after "Bidding Documents shall consist of bidding requirements" and replace with a comma.
- 2. Add ",and any other documents as Owner deems appropriate" to the end of the sentence.

### 3.5.2.2

1. Add "in compliance with all applicable laws" after "The Architect shall assist the Owner in bidding the Project" in line 1.

### 3.5.2.2.5

1. Add ".5 The Architect shall make a recommendation to the Owner as to which bidder in the Architect's professional judgment is the lowest responsible bidder."

### 3.5.3 Negotiated Proposals

### 3.6 Construction Phase Services

### 3.6.1 General

### 3.6.1.1

- 1. Add "as amended by Owner" at the end of the first sentence.
- 2. Delete "If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's under this Agreement unless the Owner and the Architect amend this Agreement."

### 3.6.1.2

- 1. Delete "nor shall the" and place a period after "Work" in line 4.
- 2. Add "shall" after "Architect" in newly created fourth sentence.
- 3. Delete "the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents" and replace with "evaluating the Work in accordance with 3.6.2.1" in lines 4-5.

### 3.6.1.3

1. Delete "on" and replace with "one year from" in line 2.

### After 3.6.1.3 add new section 3.6.1.4:

"Duties, responsibilities and limitations of the Architect under this Article 3.6 shall not be restricted, modified or extended without written approval of Owner."

### 3.6.2 Evaluations of the Work

### 3.6.2.1

- 1. Delete "become generally familiar with" and replace with "supervise" in line 2.
- 2. Delete "portion of the" and "completed" from lines 2-3.
- 3. Delete "in general" and "observed" in line 3.
- 4. Delete "On the basis of the" and replace with "After each" in lines 5-6.
- 5. Change "visits" to" visit" in line 6.
- 6. Delete "keep" and replace with "provide" in line 6.
- 7. Delete "reasonably informed" and replace with "a written report" in line 6.
- 8. Delete "the portion of" and "completed" in line 7.
- 9. Delete "known" and replace with "any" after "(1)" in line 7.
- 10. Delete "known" and replace with "any" after "(2)" in line 7.
- 11. Delete "observed" in line 8.

### 3.6.2.2

- 1. Add "With concurrence from Owner" to the beginning of the first sentence.
- 2. Add "with concurrence from Owner" after "whenever the Architect considers it necessary or advisable" in line 2.

### 3.6.2.3

1. Delete section in its entirety.

### 3.6.2.4

1. Delete section in its entirety.

### 3.6.2.5

1. Delete "Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker," and replace with "In the event Owner designates Architect as the Initial Decision Maker".

### 3.6.3 Certificates for Payment to Contractor

### 3.6.3.1

- 1. Add "for final approval by Owner" to the end of the first sentence.
- 2. Delete ",to the best of the Architect's knowledge, information and belief," after "Contractor's Application for Payment, that" in the second sentence.
- 3. Add ",to the best of the Architect's knowledge, information and belief," after "and that" in the second sentence.
- 4. Add "Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents" before the last sentence.

### 3.6.3.2

- 1. Delete "not" after "The issuance of a certificate for payment shall."
- 2. Delete "the Architect has (1) made exhaustive or continuous on site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum" and replace with "the Contractor is entitled to payment in the amount certified".

### 3.6.3.3

1. Add "complete" after "The Architect shall maintain a."

### 3.6.4 Submittals

### 3.6.4.1

- 1. Add "so as to not cause delay in the Work or in the activities of the Owner of Contractor" after "promptness" in line 4.
- 2. Delete "in the Architect's professional judgment" in the last line.

### 3.6.4.2

1. Delete "but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the

accuracy and completeness of other information such as dimensions, and installation or performance of equipment or systems, which are the Contractor's responsibility" and replace with "for the purpose of ensuring that all submittals reflect accurate details and dimensions and that the Work will be completed in compliance with the Contract Documents".

### 3.6.4.3

1. Delete the last two sentences.

### 3.6.4.4

- 1. Delete "Subject to the provisions of Section 4.2" at the beginning of line 1.
- 2. Delete "at a minimum, a detailed" and replace with "a" in line 3.
- 3. Add "so as to not cause delay in the Work or in the activities or Owner or Contractor" after "promptness" in line 5-6.

### 3.6.4.5

1. Add "complete" after "The Architect shall maintain a."

### 3.6.5 Changes in the Work

### 3.6.5.1

1. Delete "The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time"

### 3.6.5.2

1. Add "complete" after "The Architect shall maintain."

### 3.6.6 Project Completion

### 3.6.6.1

- 1. Delete "determine" and replace with "recommend" after "The Architect shall conduct inspections to." in 3.6.6.1.1.
- 2. Delete "issue" and replace with "recommend" in Section 3.6.6.1.4..

### 3.6.6.2

1. Add "The presence of Owner shall neither be construed as approval or the Work, nor as the waiver of any rights of the Owner against the Architect or Contractor" to the end of this section.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### 4.2

1. Add "and after the Instruments of Services are in final form" immediately after "Agreement" first appears in line

### 4.2.1

.2

1. Add "unless Architect knew of or should have reasonably known or expected said enactments or revisions," to end of sentence
.3 1. Add "unless Architect knew of or should have reasonably known or expected said interpretations," to end of sentence
.6
1. Delete section
J
1. Delete section
.8
1. Change to ".6"
.9
1. Delete section
.10
1. Change to ".7"
4.2.2
<ul><li>4.2.2</li><li>1. Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li></ul>
1. Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.
<ol> <li>Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li> <li>Delete "notify the Owner with reasonable promptness" and replace with "are required" in line 2.</li> </ol>
<ol> <li>Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li> <li>Delete "notify the Owner with reasonable promptness" and replace with "are required" in line 2.</li> <li>Add "Architect shall provide the following Additional services upon Owner's approval:" after the last sentence.</li> </ol>
<ol> <li>Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li> <li>Delete "notify the Owner with reasonable promptness" and replace with "are required" in line 2.</li> <li>Add "Architect shall provide the following Additional services upon Owner's approval:" after the last sentence.</li> </ol>
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<ol> <li>Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li> <li>Delete "notify the Owner with reasonable promptness" and replace with "are required" in line 2.</li> <li>Add "Architect shall provide the following Additional services upon Owner's approval:" after the last sentence.</li> <li>Add "repeated" after "Responding to the Contractor's" in line 1.</li> <li>Add "requests are made outside the normal and custom practice when such" after "Contract Documents or where such."</li> </ol>
<ol> <li>Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li> <li>Delete "notify the Owner with reasonable promptness" and replace with "are required" in line 2.</li> <li>Add "Architect shall provide the following Additional services upon Owner's approval:" after the last sentence.</li> <li>Add "repeated" after "Responding to the Contractor's" in line 1.</li> <li>Add "requests are made outside the normal and custom practice when such" after "Contract Documents or where such."</li> </ol>
<ol> <li>Delete "provide the" and replace with "promptly notify Owner if any of the" in line 1.</li> <li>Delete "notify the Owner with reasonable promptness" and replace with "are required" in line 2.</li> <li>Add "Architect shall provide the following Additional services upon Owner's approval:" after the last sentence.</li> <li>Add "repeated" after "Responding to the Contractor's" in line 1.</li> <li>Add "requests are made outside the normal and custom practice when such" after "Contract Documents or where such."</li> <li>Delete this sub-section in its entirety.</li> </ol>

### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

### 5.9:

### Add to the beginning:

"As reasonably requested by the Architect, ..."

### 5.12

- 1. Delete "include" and replace with "endeavor to communicate" in the first sentence.
- 2. Delete "promptly" and replace with "endeavor to" in the second sentence.

### 5.14

1. Delete "obligate" and replace with "request."

### 5.15

- 1. Add "a reasonable time not less than" after "Within" in last sentence.
- 2. Delete "give notice of, or enforce" at end of last sentence.

### ARTICLE 6 COST OF THE WORK

### 6.2

1. Delete "5.2" from line 2.

### 6.3

- 1. Add ",upon Owner's approval," in line 1 after "the Architect."
- 2. Delete "If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service."

### 6.5

1. Delete ",and the Owner shall cooperate with the Architect in making such adjustments" at the end of the sentence.

### 6.7

1. Delete the last two sentences.

### ARTICLE 7 COPYRIGHTS AND LICENSES

1. Delete article in its entirety and replace with:

"The Owner and Architect agree that the Architect's preparation of all drawings, designs, specifications, notes and other elements of the Contract Documents and other services rendered in the performance of this Agreement is a service work done for hire and that the ownership of such documents vests in the Owner. The Owner agrees to and does hereby grant and transfer to the Architect an exclusive, royalty-free license to all such data and documents which the Owner may obtain by copyright and of all designs and specifications as to which the Owner may assert any rights or establish any claim under prevailing patent or copyright laws. In the case of future reuse of any of the documents by the Owner, the Architect's and registrant-consultant's name and seal shall be removed from the reused document(s) and the Architect and its registrant-consultants shall bear no responsibility and shall not be liable to the Owner or to third parties for their reuse."

### ARTICLE 8 CLAIMS AND DISPUTES

### 8.1 General

### 8.1.1

1. Delete ",but in any case not more than 10 years after the date of Substantial Completion of the Work" in lines 3-4.

### 8.1.2

1. Delete section in its entirety.

### After 8.1.3 add the following new sections:

### 8.1.4

"Architect is required to notify Owner of any claim filed against Architect or Architect's insurance company arising from services performed under this Agreement within thirty (30) days of such filing, and failure to do so shall constitute a material breach of this Agreement."

### 8.1.5

"Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any elected or appointed official, director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the Owner and not against such elected or appointed official, director, officer or employee."

### 8.1.6

"No action shall be maintained by Architect, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract."

### 8.2 Mediation

### 8.2.1

1. Delete section in its entirety.

### 8.2.2

1. Delete section in its entirety.

### 8.2.3

1. Delete section in its entirety.

### 8.2.4

- 1. Delete "If the parties do not resolve a dispute through mediation pursuant to this Section 8.2,"
- 2. Add "pursuant to Article 8" after "Litigation in a court of competent jurisdiction."

### 8.3 Arbitration

1. Delete section and all subsections in its entirety.

### ARTICLE 9 TERMINATION OR SUSPENSION

### 9.1

- 1. Delete "In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services"
- 2. Delete "and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted."

### 9.2

- 1. Add "for more than thirty consecutive days" after "Project" in line 1.
- 2. Delete "fees for the remaining services and the time schedules shall be equitably adjusted" and replace with "time schedules shall be equitably adjusted" in the third sentence.

### 9.3

- 1. Delete "cumulative" and replace with "consecutive."
- 2. Delete "seven" and replace with "fourteen."

### 9.6

1. Delete "and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements."

### 9.9

1. Delete section in its entirety.

### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

### 10.1

1. Delete section in its entirety.

### 10.6

1. Add "Architect shall report to Owner any hazardous materials discovered or which reasonably should have discovered at the Project site" to the end of this section.

### 10.7

1. Delete "The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project" at the end of this section.

### 10.8

- 1. Add "Subject to Article 7" at the beginning of line 1.
- 2. Delete "specifically designated" and replace with "considered" in line 1.

### 10.8.1

3. Add "Furthermore, Architect or Owner shall not withhold such information if, in doing so, would violate the law or create a risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner," to the end of this section.

### After 10.9 add the following new sections:

### 10.10 Independent Contractor

"Architect agrees that all services and work performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Architect and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its subcontractors, if any, on behalf of Owner."

### 10.11 Retention of Records

"Architect and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request."

### 10.12 Subcontracts

"The Architect shall insert into all subcontracts the paragraphs herein entitled "RETENTION OF RECORDS" and "INDEMNIFICATION," and the insurance requirements under Sections 2.5 and 2.6.

### 10.13 General Compliance with Laws

"Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement."

### 10.14 Headings

"The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement."

### 10.15 Drug Free Workplace Act

"Architect shall comply with the Illinois Drug Free Workplace Act as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 et seq."

### **ARTICLE 11 COMPENSATION**

### 11.8.1. 13 New Section

Add "Reimbursable expenses will be credited with all rebates, refunds or dividends; and a proportion of any volume rebates or free material credits earned with purchase of materials or other goods and services charged to reimbursable expenses." As a new Section 11.8.1.13.

### 11.9 Architect's Insurance

1. Delete section in its entirety.

### 11.10 Payments to the Architect

### 11.10.2

1. Delete section 11.10.2.1 in its entirety and replace with: "Payments shall be made in accordance with the Illinois Prompt Payment Act, with the exception that no interest shall be due and payable from the Owner to the Architect under this Agreement."

### 11.10.2.2

1. Delete "has been found liable for the amounts in a binding dispute resolution proceeding" and replace with "Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectation consistent with the terms and conditions of this Agreement."

### ARTICLE 12: OTHER CONDITIONS OR SERVICES

### **ADD NEW SECTIONS 12.1 THROUGH 12.4**

### 12.1

1. Add "The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public."

### 12.2

1. Add "Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, other than as they relate to the Owner's general programming goals, and therefore shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Architect's work. However, Owner's approval at the end of each phase shall represent approval for the Architect to move to the next phase of work and Owner shall be liable for additional compensation due under the terms hereof for Owner initiated changes."

### 12.3

1. Add "To the extent the following applies, Architect shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans With Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act,

(775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), and all laws and regulations pertaining to occupational and work safety. The Architect's signature on this document herein certifies that it had a sexual harassment policy in effect with complies with 775 ILCS 5/2-105. Architect makes no warranties, express or implied."

### 12.4

1. Add "In the event of the Architect's non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, the Architect may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owner's waiver of any rights it may have."

### ANNUAL TOWN MEETING

NOTICE IS HEREBY GIVEN To the legal voters, residents of the Township of DuPage in the County of Will and State of Illinois, that the Annual Town Meeting of said Township will take place on Tuesday, April 11, 2023 being the second Tuesday of said month at the hour of 6:00 o'clock PM at for the transaction of the miscellaneous business of the said township; and after a Moderator having been elected, will proceed to hear and consider reports of officers, and decide on such measures as may, in pursuance of law, come before the meeting; and especially to consider and decide the following:

### **DUPAGE TOWNSHIP**

### ANNUAL MEETING OF TOWNSHIP ELECTORS 251 Canterbury Lane Bolingbrook, IL 60440 APRIL 11, 2023 - 6:00 P.M.

- I. SIGN-IN OF REGISTERED VOTERS
- II. CALL TO ORDER TOWN CLERK
- III. PLEDGE OF ALLEGIANCE
- IV. CLERK'S COMMENTS
- V. MOTION TO SET SALARY FOR MODERATOR
- VI. NOMINATION AND ELECTION OF MODERATOR
- VII. OATH OF MODERATOR
- VIII. APPROVAL OF MINUTES 2022 ANNUAL TOWN MEETING
- IX. SUPERVISOR'S FINANCIAL STATEMENT FOR FISCAL YEAR 2022-2023
- X. DISCUSSIONS AND POTENTIAL ACTION TO CONSIDER RESOLUTION PLACING ADVISORY REFERENDUM ON THE BALLOT
- XI. READING AND ADOPTION OF RESOLUTIONS
  - a. Annual Meeting Resolution #23-16 Title: A Resolution to Delegate Authority to the Township Board to Purchase, Sell, and Lease Property
  - b. Annual Meeting Resolution #23-11 Title: Resolutions/Ordinances
  - c. Annual Meeting Resolution #23-12 Title: Board & Attorneys
  - d. Annual Meeting Resolution #23-13 Title: Surplus Property
  - e. Annual Meeting Resolution #23-14 Title: Meeting Dates
  - f. Annual Meeting Resolution #23-15 Title: Yearly Audit
- XII. PUBLIC COMMENTS
- XIII. ADJORNMENT

DATED: March 21, 2023

Barbara Ann Parker

DuPage Township Clerk



### JX Truck Center - Bolingbrook 535 E. South Frontage Road Bolingbrook, IL 60440

Phone: 630-972-2720 (Division of Peterbilt Illinois - Joliet, Inc.) \*\*\* Customer Review \*\*\*

3/6/2023 2:02:41PM Date / Time: Repair Order: 43820

Customer: 26775 Branch: BBRK Invoice Total: \$4,925.81

> \*\*\*COD\*\*\* Page 1 of 4

**Dupage Township Food Pantry** Bill To:

719 Parkwood

Romeoville, IL 60446 Shop: 815-886-7986 Ship To: Dupage Township Food Pantry

719 Parkwood

Romeoville, IL 60446

Customer P/O: dnowi Completion Date:

Unit Number: s55961 Model Year: 2014 Make/Model: HINO 268 Type: Heavy Duty Truck VIN: 5PVNE8JT4E4S55961 Meter: 130956 Miles

Task: 1 1052 Jx Courtesy Vehicle Assessment -Department: Service

Complaint: PERFORM COURTESY INSPECTION

Task to perform a courtesy 15 minute Vehicle Assessment check

See Inspection Form attached.

Please record any findings of assessment for customer.

When complete scan and attach inspection form to RO task.

2/25/2023 12:23:46 PM 9298 PERFORMED COURTESY INSPECTION AS PER SHEET Correction:

FOUND THE FOLLOWING

-BELT TENSIONER SIZED UP

MER REVIEW NEED TO R&R ACCESSORY BELT AND TESNSIONER

							Extended
Supp.	Part	Description / Ref Number	U/M	Quantity	List	Price	Price
	006	COUPONS-030623-Q7WN8	Misc	(1.00)	0.00	15.00	(15.00)
	030623-Q7WN8						
			Task 1 Subtotals	Parts	s:		\$0.00
				Labo	r:		\$15.00
				Miscellaneous	s:		(\$15.00)
				Task 1 Totals	s:		\$0.00

Diag-Advanced Task: 2 Department: Service

MIL IS BLINKING. POSSIBLE SCR FAULTS DIAG AND ADVISE Complaint:

See attached Access SRT Checklist & Wiring Harness T/S Questionnaire

Advanced diag



### JX Truck Center - Bolingbrook 535 E. South Frontage Road Bolingbrook, IL 60440

Phone: 630–972–2720 (Division of Peterbilt Illinois – Joliet, Inc.)

\*\*\* Customer Review \*\*\*

Date / Time: 3/6/2023 2:02:41PM

Repair Order: 43820 Customer: 26775 Branch: BBRK Invoice Total: \$4,925.81

> \*\*\*COD\*\*\* Page 2 of 4

Bill To: Dupage Township Food Pantry

719 Parkwood

Romeoville, IL 60446 Shop: 815-886-7986 Ship To: Dupage Township Food Pantry

719 Parkwood

OMER REVIEW

Romeoville, IL 60446

Customer P/O: dnowi Completion Date:

Correction: 2/25/2023 12:22:45 PM 9298 9298

Got outside to unit

Connect to unit BB564 hino Truck logged following faults:

P204F urea scr malfunction U029E NOx sensor can black out P0263 Cylinder 1 misfire

Found NOx sensor will need to be replaced

Inspect fuel system for signs of damage and or fuel leaks found none present
Performed cylinder cutout test and all injectors cutting out as intended
Perofrmed IQT and uplaod to tech assist case 68012 for further review and inspection

Inform service writer
2/27/2023 7:28:03 AM 9298 9298
Tech assist recommended to replace all injectors

Submit parts P&A for all parts 3/6/2023 12:31:19 PM 9184 replace cylinder 1 injector as requested

Remove the following items for access:

- -engine harness
- -air intake pipe
- -air compressor intake pipe
- -valve cover
- -fuel injection pipe 1
- -nozzle seals
- -leakage pipe
- -injector harness

Remove injector hold down bolt and remove injector

Clean injector bore and replace injector o-ring

Installed new injector used new hold down bolt and torqued

Installed new nozzle seal and #1.0 injection pipe

Installed new leakage pipe and torque banjo bolts to spec

Installed valve cover with new gasket

Installed all items removed for access

Connect DX2 computer and program injector trim codes

remove and replace oultet NOx sensor as requested

cleared inactive codes and run regen no codes logged during regen

							Extended
Supp. Part	Description / Ref Number		U/M	Quantity	List	Price	Price
008	TECHNOLOGY FEE	Misc		1.00	0.00	50.00	50.00
901	Shop Supplies	Misc		1.00	0.00	154.39	154.39



### JX Truck Center - Bolingbrook 535 E. South Frontage Road Bolingbrook, IL 60440

Phone: 630–972–2720 (Division of Peterbilt Illinois – Joliet, Inc.)

\*\*\* Customer Review \*\*\*

Date / Time: 3/6/2023 2:02:41PM
Repair Order: 43820
Customer: 26775
Branch: BBRK
Invoice Total: \$4,925.81

\*\*\*COD\*\*\* Page 3 of 4

\$291.38

\$3,688.13

Bill To: Dupage Township Food Pantry

719 Parkwood

Romeoville, IL 60446 Shop: 815-886-7986 Ship To: Dupage Township Food Pantry

719 Parkwood

Romeoville, IL 60446

Miscellaneous: Task 2 Totals:

Customer P/O:	dnowi		Completion Date:					
89463E0700		SENSOR - NITROGEN OXIDES	Part	EA	1.00	1,140.15	726.68	726.68
82194PTX		GASKET MAKER-ULTRA GRY	Part	EA	1.00	9.73	9.10	9.10
		3.5OZ						
SZ91024496		BOLT	Part	EA	1.00	10.00	6.93	6.93
SZ30126012		RING- O - INJ TO CUP	Part	EA	1.00	8.95	7.06	7.06
SZ20908024		GASKET - WASHER SOFT	Part	EA	5.00	10.64	8.08	40.40
		INJECTO						
21811E0060		BOLT - UNION	Part	EA	1.00	14.52	10.02	10.02
23681E0040		SEAL - NOZZLE HOLDER	Part	EA	1.00	38.77	25.63	25.63
S112131880		GASKET-CYL HEAD COVER	Part	EA	1.00	101.41	63.69	63.69
S230812640		PIPE SUB ASSY-NOZZLE LEAKA	Part	EA	1.00	168.23	105.10	105.10
23670E0400		INJECTOR ASSY MDT MY11-16	Part	EA	1.00	916.14	579.08	579.08
23670E0400-0	;	INJ CORE	Inherent		1.00	290.00	301.41	301.41
230		PARTS FREIGHT - ILLINOIS	Misc		1.00	0.00	86.99	86.99
SZ20908024		GASKET - WASHER SOFT	Part	EA	2.00	10.64	8.08	16.16
		INJECTO						
S228351570		BOLT - FOLLOW - NOZZLE	Part	EA	5.00	16.86	11.52	57.60
23701E0140		PIPE SUB-ASSY- INJECTION- NO	Part	EA	1.00	190.66	124.12	124.12
23670E0400-C	3110	INJ CORE	Part	EA	(1.00)	290.00	301.41	(301.41)
			Task 2 Subtotals		s Parts:		\$1	1,771.57
					Core Charge:			\$301.41
					Core	Ret:	(	\$301.41)
		<b>+</b>	lours: 7.50			abor:	\$1	1,625.18
		•					•	,

Task: 3 042003076 TENSIONER - BELT Department: Service

Complaint: replace belt and tensioner

Correction: 3/6/2023 9:20:13 AM 9184 remove belt and tensioner as requested

had to remove ac belt to gain access to fan belt installed new tensioner and belt per est.

								Extended
Supp.	Part	Description / Ref Number		U/M	Quantity	List	Price	Price
	901	Shop Supplies	Misc		1.00	0.00	28.07	28.07
	SZ91045377	V BELT	Part	EA	1.00	159.73	101.74	101.74
	16620E0071	TENSIONER ASSY- V-RIBBED	Part	EA	1.00	1,256.11	812.38	812.38
		BEL						
			Task 3 Subtotals Hours: 1.50		Parts:		\$914.12	
					Labor:		\$295.49	
			Miscellaneous:		\$28.07			
					Task 3 To	otals:	\$1	,237.68



### JX Truck Center - Bolingbrook 535 E. South Frontage Road Bolingbrook, IL 60440 Phone: 630-972-2720

(Division of Peterbilt Illinois - Joliet, Inc.)

\*\*\* Customer Review \*\*\* 3/6/2023 2:02:41PM

Repair Order: 43820 26775 Customer: Branch: BBRK

Invoice Total: \$4,925.81

Date / Time:

\*\*\*COD\*\*\* Page 4 of 4

**Dupage Township Food Pantry** Bill To:

719 Parkwood

Payment Method

COD

Romeoville, IL 60446 Shop: 815-886-7986 Ship To: Dupage Township Food Pantry

719 Parkwood

Romeoville, IL 60446

Customer P/O: dnowi Completion Date:

Totals

\$2,685.69 Total Parts: \$301.41 **Total Core Chg:** 

**Total Core Ret:** (\$301.41)\$0.00 Total EHC:

**Total Labor:** \$1,935.67

**Total Miscellaneous:** \$304.45

**Invoice Subtotal:** \$4,925.81

**Total Tax:** 

**Invoiced Total:** \$4,925.81

\$0.00

ANY COMPLAINT REGARDING WORKMANSHIP CONCERNING REPAIRS PERFORMED BY THE DEALERSHIP MUST BE BROUGHT TO THE ATTENTION OF THIS DEALERSHIP WITHIN 30 DAYS OF RECEIPT OF THE VEHICLE BY THE CUSTOMER FOLLOWING A REPAIR OR IT WILL BE DEEMED WAIVED FOR ALL PURPOSES. THIS LANGUAGE SHALL NOT CONSTITUTE A WARRANTY FOR ANY PURPOSE. PARTS RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS INVOICE AND MAY BE SUBJECT TO A MINIMUM RETURN CHARGE OF 10% OF THE PURCHASE PRICE. SPECIAL ORDER PARTS MAY ALSO BE SUBJECT TO A NON-REFUNDABLE DEPOSIT. SPECIAL ORDER ELECTRICAL PARTS ARE NOT RETURNABLE. CORES MUST BE RETURNED WITHIN 30 DAYS. ALL ACCOUNTS ARE DUE AND PAYABLE WITHIN TERMS. A FINANCE CHARGE OF 1.5% (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. A \$25 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

Signaturo:		

Under section 405(b) of the Internal Revenue Code, you may be liable for a 12% tax on the total charge invoiced here if you purchased this vehicle new within the past 6 months.

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability in parts shipments by the supplier or the transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein. Seller not responsible for alternate transportation due to the above.

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The seller dealer hereby expressly disclaims all warranties either express or implied including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damager for loss of use, loss of time, loss of profit or income or any other incidental damages.

## SPRING-GREEN

P. O. Box 1529 Plainfield, Illinois 60544 Your Neighborhood Lawn Care Professional

(800)830-5914

Billing Address

Bolingbrook IL 60440 241 Canterbury Ln Attn: Bob Martin **DuPage Township Offices** 

Bolingbrook IL 60440

Paxton Dr

**Boardman Cemetery** Service Address

Current Scheduled Services.

# Prepay And Save 5%

## Valued Customer Prepay Discount

### 5% SAVE

On Your Service For

Expires on: 03/31/23 One Full Year

Customer number:

323505

02/15/23

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want to prepay for my Current Scheduled Services for \$385.32 and save		A Company Assess Seer C C / C
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Please bill me as services are performed.

241 Canterbury Ln Attn: Bob Martin **DuPage Township Offices** 

Bolingbrook II 60440

Customer number: 323505

> Your Prepayment Of: 385.32

discount off regular service \$ 20.28

Gives you a

03/31/23

Expires on:

## SPRING-GREEN

P. O. Box 1529 Plainfield, Illinois 60544 Your Neighborhood Lawn Care Professional

### (800)830-5914

Billing Address

Bolingbrook IL 60440 241 Canterbury Ln **DuPage Township Offices** Attn: Bob Martin

Romeoville Cemetery Service Address

Customer number:

323507

Route 53 Off Montrose Romeoville IL 60446

02/15/23

## Current Scheduled Services. Prepay And Save 5%

I want to prepay for my Current Scheduled Services for \$184.98 and save \$9.72

Please bill me as services are performed

241 Canterbury Ln Attn: Bob Martin

**DuPage Township Offices** 

Customer number: 323507 Gives you a

### Valued Customer Prepay Discount

### 5% SAVE!

On Your Service For One Full Year

Expires on: 03/31/23

Your Prepayment Of:

184.98

discount off regular service

for one full year 03/31/23

Expires on:

## SPRING-GREEN

Valued Customer

Prepay Discount

SAVE!

P. O. Box 1529 Plainfield, Illinois 60544 Your Neighborhood Lawn Care Professional

## (800)830-5914

Billing Address

Bolingbrook IL 60440 241 Canterbury Ln Attn: Bob Martin **DuPage Township Offices** 

241 Canterbury Ln Bolingbrook IL 60440 Dupage Township Offices

02/15/23

Expires on: 03/31/23

On Your Service For

5%

One Full Year

Service Address

Customer number:

323506

## Current Scheduled Services. Prepay And Save 5%

I want to prepay for my Current Scheduled Services for \$1,232.91 and save \$64.89

Please bill me as services are performed **DuPage Township Offices** 

241 Canterbury Ln

Attn: Bob Martin

Customer number:

Your Prepayment Of:

1,232.91

Gives you a discount off regular service for one full year \$ 64.89 O & W Development Inc.

1214 Harbor IL 60441

### **Estimate**

Date	Estimate #		
3/13/2023	3175		

Name / Address	,
Dupage Township	
Senior Center	
Canterbury Lane	
Bolingbrook	

Project

### Description

ITEM 1, SIDE

Remove and Replace app. 10' of 6" curb ALONE, \$2,800 ITEM 2, FRONT

Remove and Replace 11' of curb and 11' x 5' sidewalk

ADA stamp

ALONE, \$3,150

Total

\$5,200.00

### B. Oxley Construction Inc. **Estimate** 737 MacGregor Road Date Estimate # Lockport, IL 60441 3/9/2023 1758 Phone: (815) 838-4763 **f**ax: (815) 838-5583 Terms Bill To Levy Senior Center P.O. No. Bob 251 Canterbury Bolingbrook, IL 815-302-4898 Description Side, Curb Remove and Replace app. 10' of 6" concrete curb, cold patch asphalt as needed Minimum load charges apply TOTAL BY ITSELF: \$2,485 Front, Curb and walk Remove and Replace app. 11' of 6" concrete curb. Remove and Replace app. 11'x5' of concrete sidewalk Precast red ADA stamp (48") Cold patch asphalt as needed Minimum load charges apply TOTAL BY ITSELF: \$2,950 Misc. patch of joints as discussed TOTAL BY ITSELF: \$125

Signature

**Total** 

\$4,354.00