Purchasing and Construction Virtual Conference

February 25, 2025

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PURCHASING AND CONSTRUCTION VIRTUAL CONFERENCE
February 25, 2025

AGENDA

8:30 a.m. – 9:15 a.m.	**GENERAL SESSION** Making Purchasing and Procurement Easier: Essential Bidding Strategies and Leveraging the Recent Amendment to the Governmental Joint Purchasing Act Presented by: Howard A. Metz and Kenneth M. Florey
9:15 a.m. – 10:00 a.m.	Mitigate Risks: Best Practices for Effective Risk Management and Insurance Strategies for Public Contracts and Construction Presented by: Matthew J. Garder and Christopher R. Gorman
10:00 a.m. – 10:15 a.m.	Break
10:15 a.m. – 11:00 a.m.	**RESUME GENERAL SESSION** Construction Pitfalls: Key Considerations for Public Bodies to Avoid Problems on a Construction Project Presented by: Nicole L. Karas and Matthew J. Gardner
11:00 a.m. – 11:45 a.m.	Read (or Write) the Fine Print! Negotiating Contracts for Public Entities Presented by: Christopher R. Gorman and Logan K. Sweeney

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Making Purchasing and Procurement Easier: Essential Bidding Strategies and Leveraging the Recent Amendment to the Governmental Joint Purchasing Act

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Governmental Cooperative Purchasing

- Joint Purchasing Act (30 ILCS 525/1)
- The Joint Purchasing Act is a stand-alone statute that supersedes any other individual bidding requirements. 30 ILCS 525/2(a).
- The cooperative must be run by a government body.
- Bids and proposals must be based on competitive solicitations.
- Bids and proposals must be solicited by public notice as specified by the Joint Purchasing Act.

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Governmental Cooperative Purchasing

- What selection criteria can a cooperative use?
- All purchases, orders or contracts shall be awarded to the lowest responsible bidder or **highest-ranked** offeror, **as ranked by the cooperative purchasing program, or, if not ranked by the cooperative purchasing program, then by the purchasing governmental unit, when the purchasing governmental unit determines that the selected contract best meets the governmental unit's needs.**

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Governmental Cooperative Purchasing



Consult with legal counsel on whether participation in a particular cooperative will meet the requirements of Illinois law.



Examine the terms for participation:

Is there an entry fee?
Is there a participation fee?
Are there other costs of participation?

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Governmental Cooperative Purchasing

- Examine the proposed contract (or have your counsel examine it). Identify any unacceptable business or legal terms and conditions.
- Confirm in advance that you will be able to amend terms and conditions to meet your business expectations, and to comply with Illinois law.
- Investigate the actual vendor, contractor, or service provider and its products.

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Governmental Cooperative Purchasing

- What are some strategies for success with Cooperative Purchasing options?
- Make sure you leave yourself enough time.
- Obtain informal quotes or estimates from local vendors/contractors first. It may be cheaper to use the traditional bidding method.
- Look at the offerings of all of the cooperatives before deciding to select one particular cooperative.

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The Duty To Publicly Bid



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The Duty To Publicly Bid

- In Illinois, public bodies are generally required to use a public bidding process when purchasing supplies, materials, services and work over a specified dollar amount.
- Each public body is governed by its own statute, which dictates the threshold amount over which contract must be bid.



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Those statutes also contain numerous exceptions to the public bidding requirement.

The statutes also dictate the procedure for the bid process, such as the notice requirements for publication and the time period between the bid notice and the bid opening.

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The Duty To Publicly Bid

ILLINOIS PUBLIC ENTITY	STATUTE	PUBLIC BIDDING THRESHOLD	EXCEPTIONS TO PUBLIC BIDDING REQUIREMENT
School Districts	105 ILCS 5/10-20.21	$35,000 (unless lower amount required by board policy) Construction not to exceed $50,000 and not involving a change or increase in the size, type, or extent of an existing facility.	• Services of individuals possessing a high degree of professional skill • Printing of finance committee reports and departmental reports • Printing or engraving bonds, tax warrants, etc. • Perishable foods and beverages • Maintenance or servicing of equipment by the manufacturer or its authorized agent • Information technology • Duplicating machines or supplies • Natural gas • Equipment previously owned by another entity • Construction not to exceed $50,000 and not involving a change or increase in the size, type, or extent of an existing facility • Goods and services from another governmental agency • Goods and services procurable form only one source (e.g., magazines, periodicals, etc.) • Emergency expenditure with approval of 3/4 of board members • State master contracts • Transportation contracts must be bid but factors other than price can be used to determine award

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The Duty To Publicly Bid

ILLINOIS PUBLIC ENTITY	STATUTE	PUBLIC BIDDING THRESHOLD	EXCEPTIONS TO PUBLIC BIDDING REQUIREMENT
Community College Districts	110 ILCS 805/3-27.1	$25,000 (unless lower amount required by board policy) Construction not to exceed $50,000 and not involving a change or increase in the size, type, or extent of an existing facility	• Services of individuals possessing a high degree of professional skill • Printing of finance committee reports and departmental reports • Printing or engraving bonds, tax warrants, etc. • Perishable foods and beverages • Maintenance or servicing of equipment by the manufacturer or its authorized agent • Information technology • Duplicating machines or supplies • Natural gas • Equipment previously owned by another entity • Construction not to exceed $50,000 and not involving a change or increase in the size, type, or extent of an existing facility • Goods and services from another governmental agency • Goods and services procurable form only one source • Emergency expenditure with approval of 3/4 of board members

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The Duty To Publicly Bid

ILLINOIS PUBLIC ENTITY	STATUTE	PUBLIC BIDDING THRESHOLD	EXCEPTIONS TO PUBLIC BIDDING REQUIREMENT
Park Districts	70 ILCS 1205/8-1(c)	$30,000	• Services of individuals possessing a high degree of professional skill • Printing of finance committee reports and departmental reports • Printing or engraving bonds, tax warrants, etc. • Utility services • Information technology • Duplicating machines or supplies • Goods and services from another governmental agency • Equipment previously owned by another entity • Magazines, books, periodicals, pamphlets and reports • Emergency expenditure with approval of 3/4 of board members

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Local Government Professional Services Selection Act – 50 ILCS 510/1, et seq.



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Applies to

Architectural, engineering, and land surveying services.



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Notice

- Provide notice of potential project and request a statement of interest by:
  - (1) Mailing or emailing firms that filed a statement of qualifications and performance data; or
  - (2) Advertising with a newspaper of general circulation throughout the district; or
  - (3) Advertising on website.

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Exemptions from the Local Government Professional Services Selection Act

If the District has a "satisfactory relationship" with one or more firms, no need to go through selection process; the District can simply contract with its previously-retained firm for the new project.



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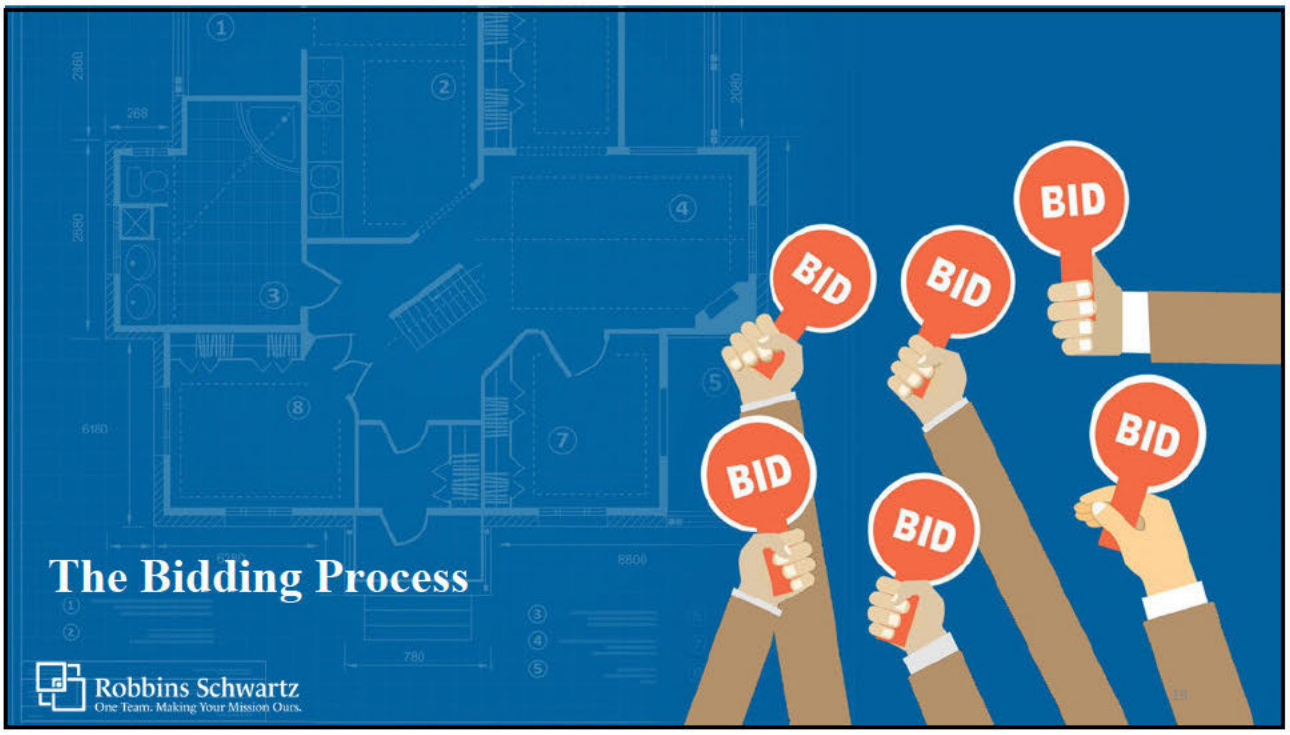
Exemptions from the Local Government Professional Services Selection Act

The District may waive this statutory procedure if it determines by resolution that an emergency situation exists and necessitates selection of a firm in an expeditious manner.

The District may waive this statutory procedure if the cost of the professional services is expected to be less than $40,000.

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The Bidding Process

- Bid Specifications
- Certainty Required
- Sole Sourcing
- Bid Addendum & Questions
- Pre-Bid Meeting

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The Bidding Process

- Bid Submittals
  - Sealed Bids
  - Electronic Bids
  - Timeliness of Bids
  - Modification, Withdrawal or Re-submittal of Bids Before Bid Opening
- Public Opening and Reading of the Bids
- Withdrawal or Modification after the Bids Are Received

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The Bidding Process

- Awarding the Bid – Criteria
- Lowest
  - Alternate Bids
- Responsive
  - Material Defects – Nonwaivable
  - Minor Variances – Waivable
- Responsible
  - Pre-qualification of Bidders
- Post-Bid Pre-Award Negotiations

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The Bidding Process

- Rejecting the Bid
  - Discretion "to reject any and all bids."
  - Documenting the Basis for Awarding/Rejecting Bid



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Mitigate Risks: Best Practices for Effective Risk Management and Insurance Strategies for Public Contracts and Construction

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Introductions



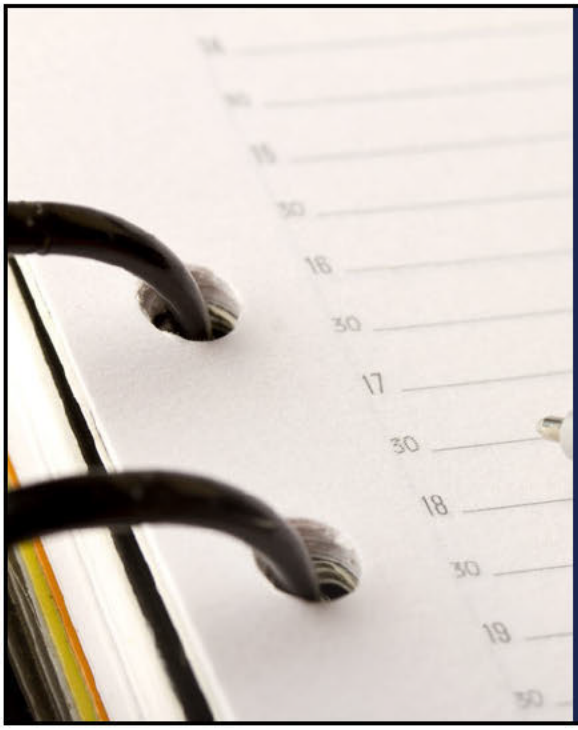
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Agenda

- Risk Management Considerations
- Insurance
- Bid, Payment and Performance Bonds
- Tort Immunity and Use of Tort Funds
- Indemnification Issues
- Emerging Risks

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Risk Management Considerations



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Risk Management for Public Bodies

- Like private sector organizations, public bodies face a variety of risks in every transaction, some known and others unknown
- Understanding and planning for risks associated with contracts, litigation and regulatory action helps to eliminate uncertainties associated with any transaction
- By proactively planning for risk, especially with strong contract administration and management practices, public bodies can minimize the likelihood of contract breaches, litigation, financial loss and public controversies

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Risk Management and Risk Tolerance



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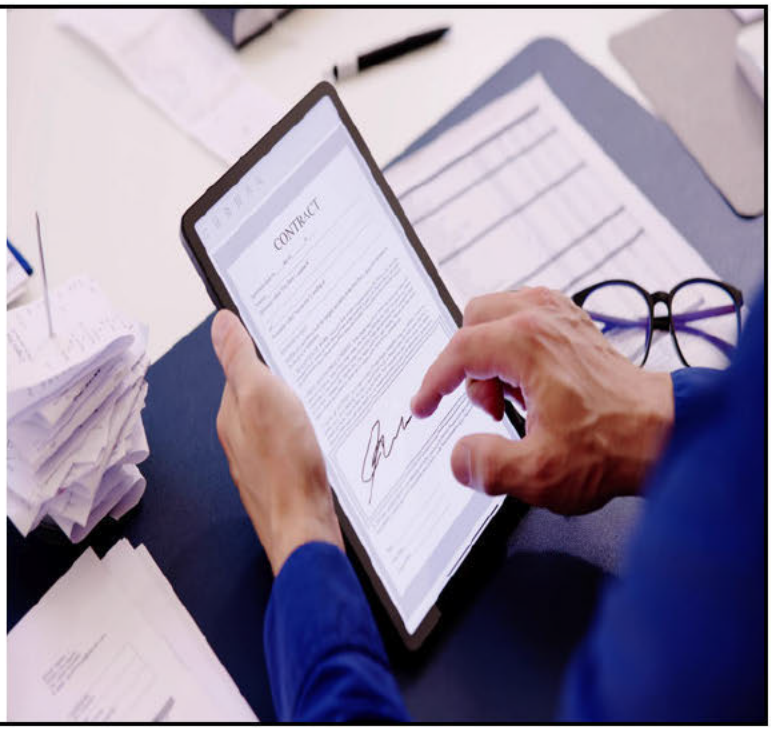
Key Risk Management Tools for Public Bodies

- Key Considerations for Transferring Contract Risk
- Insurance and Other Risk Management Tools
- Bid, Performance, and Payment Bonds
- Indemnification and Third-Party Exposure
- Tort Immunity and Tort Funds Use

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Key Considerations for Transferring Contract Risk



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Key Considerations for Transferring Risk

- Managing risk involves anticipating the unexpected but potential risks in any commercial transaction or construction project:
  - Scope Changes and Differing Site Conditions
  - Cost of Materials and Equipment or Terms of Delivery
  - Damages for Delay
  - Takeover Notices and Demands for Performance
  - Punch Lists and Project Completion
  - Consequential Damages
  - Warranties
  - Dispute Resolution and Recovery of Damages
- Legal and regulatory changes can impact efforts to transfer risk

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Insurance and Other Risk Management Tools



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Insurance Considerations

Insurance as a Risk Management Tool -

- Insurance is there to protect the policy holder against financial loss from liability claims, property damage, and other risks
- Safeguards assets and ensures continuity of services

Insurance Costs and Expenses -

- As with any risk management tool, there is a cost to insurance through premiums and deductibles
- Good risk management practices are essential to minimizing claims and keeping premiums low

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Insurance Coverage

- Commercial General Liability (ISO CGL CG 00 01)
  - Bodily Injury
  - Property Damage
  - Products & Completed Operations*
  - Personal Injury due to contractor's activity
- Auto Coverage
  - Bodily Injury or Property Damage related to use of third-party automobile use on or off site
  - Endorsements and coverages
- Workers' Compensation & Employer's Liability
  - Statutory Requirements

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Insurance Coverage Continued

- Professional Liability (Errors & Omissions)
- Builder's Risk Insurance
  - Waivers of Subrogation
  - Property Coverage
  - Scope of "All-Risk" Coverage
- Cyber Liability



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Insurance Coverage Continued

- Specialized Coverages
  - Inland Marine
  - Title
  - Environmental
  - Abuse and Sexual Misconduct
  - Employer Liability

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Insurance Coverage Continued

- Insurance Consortiums
- Policy Exclusions
- The *Kotecki Cap*
- Insurance Verification, Endorsements and Certificates of Insurance ("COI")
- Policy Holder Best Practices -
  - Conduct Annual Review of Coverage Needs and Risks (include as part of risk management plan)
  - Consult with brokers and insurance professionals about coverage needs
  - Maintain thorough records of communication with brokers, policies, and claims

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Bid, Performance, and Payment Bonds



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Bid, Performance, and Payment Bonds

- Typical for construction projects but bonding can be done on any type of project
  - Legal requirements under Illinois Public Construction Bond Act
  - Customized projects and specific equipment
  - Construction considerations:
    - Bonding through Construction Managers
    - Subcontractor Default Insurance
    - Bond Verification

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Tort Immunity and Tort Funds Use



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Tort Immunity Act

- The Act protects all local governments including school districts, Board members and public employees from liability arising from the operation of the government and to prevent and/or limit awards of public funds to plaintiffs for damages in personal injury commonly called tort cases.
- A public entity is liable in tort to the same extent as a private party unless an immunity provision applies. *Trtanj v. City of Granite City*, 379 Ill. App.3d 795 (5th Dist. 2008).

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Tort Immunity Act – Specific Immunities

- Discretionary Immunity (Sections 2-201 and 2-109)
- Adopting or Enforcing a Law (Sections 2-103 and 2-205)
- Inspection of Property (Section 2-105)
- Injuries from the Use of Public Property (Section 3-102)
- Supervision Immunity (Section 3-108)
- Hazardous or Recreational Activity (Section 3-109)

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Tort Immunity Act – Statute of Limitations

- One year statute of limitations -
  - Section 8-101(a) of the Act states that the statute of limitations for a lawsuit against a local public entity, its board members or employees must be commenced within a year from the date of the injury. Note the supremacy clause for federal claims impacts the Statute of Limitations.

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Lawful Use of Tort Fund Revenue for Risk Management Programs

- The Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-101.1, *et seq.*) allows for the levy of taxes for certain risk management activities under Section 9-107 (b)

"(i) the cost of insurance, individual or joint self-insurance (including reserves thereon), including all ***operating and administrative costs and expenses directly associated therewith, claims services and risk management directly attributable to loss prevention and loss reduction***, legal services directly attributable to the insurance, self-insurance, or joint self-insurance program, and educational, inspectional, and ***supervisory services directly relating to loss prevention and loss reduction…*** (iii) pay judgements and settlements under [certain conditions]… (vii) to pay the costs of ***risk management programs***."

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Use of Tort Fund Strictly Construed



- Despite its broad language, Section 9-107(b) must be strictly construed…
  - "Notwithstanding the extraordinary nature of the tax authorized by this Section, however, it has become apparent that some units of local government are using the tax revenue to fund expenses more properly paid from general operating funds. These uses of the revenue are inconsistent with the limited purpose of the tax authorization. Therefore, the General Assembly declares, as a matter of policy, that (i) the use of the tax revenue authorized by this Section for purposes not expressly authorized under this Act is improper and (ii) the provisions of this Section **shall be strictly construed** consistent with this declaration and the Act's express purposes."

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In re Objections to Tax Levies of Freeport School District 150

- The case involved 2,000 property owners that filed a tax objection challenging the taxing bodies' tort immunity levies under Section 9-107(b) for the 2000 tax year
- The issue before the trial court was whether the taxing districts' *expenditures* were authorized under Section 9-107(b)
- After the trial court found for the taxpayers, the appeals court certified the following questions for an interlocutory appeal:
  - Whether the use of revenue generated by one of the taxing bodies was "to pay for safety- and security-related expenditures" under the act
  - Whether the use of tort immunity levy by a different taxing body to partially fund its equity program was appropriate

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Questions Addresses by the Court in Freeport School District 150

- Whether the use of the tort immunity levy to partially fund the compensation of taxing bodies' employees is authorized
  - The use of tort funds for salary expenditures is permissible where employees are assigned specific risk management responsibilities outside of ordinary safety tasks
  - The use of tort funds in such manner would not be proper in the absence of a formal risk management process or survey of time spent by staff on risk management activities
  - Tort funds may be used for duties performed for risk management, meaning:
    - Identification and analysis of loss exposures
    - Selection of technique or combination thereof to handle each exposure
    - Implementing chosen techniques
    - Monitoring the decision made and implementing appropriate changes

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Questions Addresses by the Court in Freeport School District 150

- Whether the use of revenue generated by one of the taxing bodies was "to pay for safety- and security-related expenditures" under Section 9-107(b)
  - The use of tort funds for safety trainings and ergonomics training was an allowable expenditure, even absent a risk management program, since the unambiguous language of Section 9-107(b) allows for the use of tort funds for "educational, inspectional, or supervisory **services** directly related to loss prevention"
  - However, expenditure for campus security software was not. Here the court distinguished the software as a "**good** and not a service"

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Risk Management Programs and Activities under the Act

- Lessons from *In re Objections to Tax Levies of Freeport School District 150*
  - Public bodies should carefully analyze whether risk management activities constitute goods or services
  - Employees such as food service workers, administrators, nurses, and faculty cannot be paid salary from the Tort Fund if no responsibilities above and beyond their ordinary job duties are assigned to the personnel, even if the employees are referenced in the taxing districts' risk management policy
  - Prior to allocating tort funds to salaries, community colleges should establish a risk management plan and conduct an analysis of risk management activities
  - Public bodies should be mindful that trial courts have rejected the use of tort funds for "routine expenses" that mitigate risks, such as road salt, fire extinguishers, elevators, snowplows, first aid equipment, radios, and door openers.
  - Legal expenses should be reviewed to determine whether tort funds may be used

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Indemnification and Third-Party Exposure



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Indemnification and Third-Party Exposure

- Indemnification Considerations
  - Defining Indemnitees
  - Identifying Scope of Claims
  - Reservation of Immunities
  - Survival of Obligations
- Third-Party Beneficiaries
- Subcontractors and Potential Liens

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Construction Pitfalls: Key Considerations for Public Bodies to Avoid Problems on a Construction Project

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Construction Pitfalls: Key Considerations for Public Bodies to Avoid Problems on a Construction Project

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Introduction



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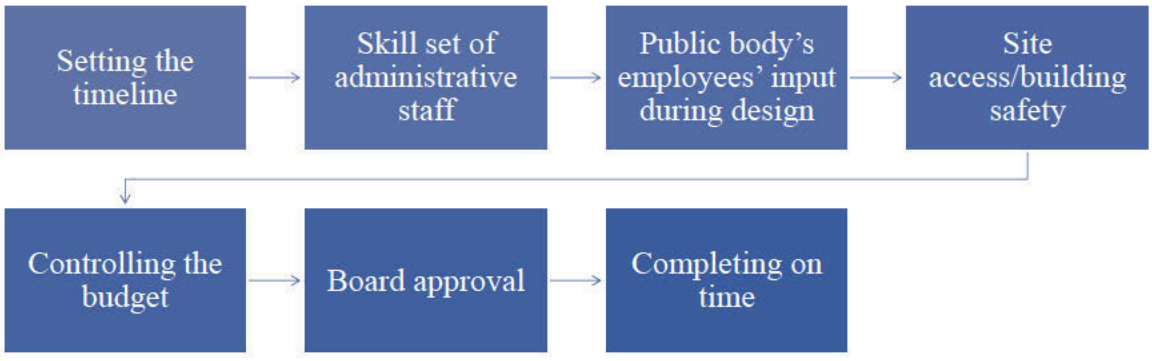
Overview: Steps to Avoid Construction Problems

- Planning Considerations
- Bidding and Contract Terms
- Mitigating Construction Phase Problems

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Planning Considerations for Construction:



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Planning Considerations for Construction: Timelines

- Setting the timeline
  - Real Estate Considerations (land acquisition, etc.)
  - Zoning 3-9 months
  - Programming 3 months
  - Space Planning 3 months
  - Schematic Design 3 months (many factors drive)
  - Design Development 3 months (many factors drive)
  - Construction Documents 3 months (many factors drive)
  - Bid Time Frame 2 months
  - Board Approval 1-2 months
  - Physical Construction 4-12 months



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Planning Considerations for Construction: Paying for the Project

- Project financing and covering the (potential) cost of construction
  - Cash on hand
  - Acquiring debt
  - Purchasing bonds
- Grant funding and related requirements
- Other costs – Specialty consultants
- Controlling Allowances and Contingencies

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Planning Considerations for Construction: Project Delivery Format

- Project delivery format:
  - Owner – Contractor
  - Owner – Contractor – Architect
  - Owner – Construction Manager as Advisor – Architect – Contractor
  - Owner – Construction Manager at Risk – Architect
  - Owner – Designer – Builder

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Planning Considerations: Mitigate Risk with a Good Construction Team

- Selecting Project Team
  - Architect
  - Construction Manager
  - General Contractor
  - Owner's Representative
  - Commissioning Agent
  - Specialty Consultants

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Bidding and Contract Terms

- Protecting from contractor default starts with bidding:
  - Bid documents require specificity.
  - Award to the lowest responsible bidder.
    - More than just lowest dollar amount.
    - Ability to perform the contractor's obligations in accordance with what may be expected or demanded under the terms of the contract.
  - Establish clear criteria in bid documents to determine responsibility
  - Review of bid proposal: bid mistake or variance?
  - Bid Bond: Evidence that bidder is legitimate and has the financial resources to complete the project.

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Bidding and Contract Terms
Bond Requirements

- Payment and Performance Bonds (30 ILCS 550/1)
  - Each contract for public work in Illinois exceeding $150,000 requires the contractor to furnish performance and payment bonds in the full amount of the contract.
  - New(ish) retainage laws:
    - If project is over $150,000:
      - 10% retainage until 50% of the contract is complete;
      - After 50% complete 5% may be withheld.
  - Payment upon final completion for projects $150,000 and lower if no bonds.

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Contract Terms
Performance and Payment Bonds

- A Performance Bond is:
  - A surety company's guarantee to the owner that the contractor will complete the project in accordance with the contract, and defines the duty of the surety to the owner in the event of the contractor's default.
- A Payment Bond is:
  - A surety company's guarantee to the owner that the contractor will pay all contractors furnishing material and/or labor on the project, in accordance with the contract.
- **Verify bonds are valid before work on the project begins.**

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Contract Terms
Public Contracts and Prevailing Wage Act

- Bid documents must notify of, and contracts must require, compliance with the Prevailing Wage Act
- Applies to contracts for "public works":
  - Definition: "fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds."
  - Includes "any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented."
- No minimum amount.
- Certified payrolls submitted on a monthly basis directly to the Department of Labor



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Contract Terms for a Timely and Successful Project

- The contract documents, if drafted correctly, should establish the rights and responsibilities of the parties on a construction project.
- Risk allocation will depend on project delivery format.
- Protect from contract default:
  - Timing
  - Performance
  - Payment

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Contract Terms for a Timely and Successful Project

Allowances and Contingencies

- **Allowance**: Amount set aside for items not finalized or selected at the time of contract award.
- **Contingency**: Funds set aside for unforeseen issues.
  - **Contractor/Construction Manager Contingency**: Unexpected costs within contractor's scope of work.
  - **Owner Contingency**: Owner changes, changes beyond contractor's control.

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Contract Terms for a Timely and Successful Project

Allowances and Contingencies – Best Practices

1. **Research:** Research whether to include and a reasonable amount(s) based on the standard for the market and/or your type of project.
2. **Define and Document:** Define what is included and the process regarding how to use/document.
3. **Monitor Use:** Review on a regular basis and require documentation for same.
4. **Communication**: Communicate with contractor on regular basis regarding use of these funds.

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Contract Terms for a Timely and Successful Project

- Contract Sum and Change Order
  - Have a process for change orders in contract.
  - Be aware of legal requirements:
    - Public Works Change Order Act, 50 ILCS 525/1 *et seq*. (50% or more = rebid)
    - Criminal Code 720 ILCS 5/33E-9 ($25,000 or more, 180 days or more = written determination by Board)



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Contract Terms for a Timely and Successful Project

- Progress Meetings (Include Requirements for Ordering Materials/Equipment)
- Progress Payments & Retainage
- Waiver of Liens and Sworn Affidavits
- Dispute resolution

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Contract Terms for a Timely and Successful Project

- Time for performance (schedule) - Substantial and Final Completion Dates.
- Liquidated damages - tied to SC and FC dates; fee if dates not met.
- Notice Requirements (Before Contractor Performs Extra Work)
  - Owners and architects should enforce notice provisions throughout projects, and not provide oral or informal change orders, otherwise the notice requirement may be deemed waived.

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Contract Terms for a Timely and Successful Project

- Insurance
- Indemnification
- Assignment of subcontracts
- Events of default and remedies
- Termination and take over clauses
- Warranty



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Mitigating Construction Phase Problems

- Small Projects: Many rules still apply
- Contractor Certificate of Insurance Review
- Payment and Performance Bond Review
- Pay Requests
- Certified Payrolls
- Change Order Issues
- Delay Issues
- Labor Disputes (Picketing and Strikes)

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Mitigating Construction Phase Problems

- Consider hiring Architect/Engineer or Construction Manager to oversee construction.
- Construction observation:
  - Progress of work to meet completion dates;
  - Performance issues;
  - On-site issues.
- Review and certify pay applications and waivers of lien.
- Communication.

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Common Construction Problems

- Problems Prior to Substantial Completion
  - Delays in Ordering Equipment: Substitutions/Change Orders
  - Unforeseen Conditions: Change Orders
  - Scheduling Problems
  - Defective Work
  - Injuries/Accidents
- Problems After Substantial Completion
  - Payment Claims and Section 23 Mechanics Liens
  - Warranty Claims
  - Defects – Construction or Design?



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Construction Phase Problems: When is Termination of Contractor the Right Move?

- Problems Will Arise: Try to Minimize through Communication and Consider the Ramifications of Termination
- What should owners think about before exercising the nuclear option of termination?
  - Can a new contractor complete the work?
    - Will it cost more? Will the bond cover the additional cost? Will it take longer? Will it be the same quality or better/worse? Bidding requirements?
    - Warranties with multiple contractors on site?
    - Potential litigation?
  - Will the current contractor ever be able to complete the work?
    - Will it be good workmanship? Create dangers/hazards?
    - Trustee of public money – does the contractor deserve to be able to finish and be paid?

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Construction Phase Problems

- Owner should consult with legal counsel prior to declaring a contractor default or making a performance bond claim.
- Upon a proper declaration of default, it is the surety's duty to the extent of the penal sum of the bond to see that the performance of the contract is fulfilled.



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Construction Litigation

- How long do you have to file a lawsuit? 735 ILCS 5/13-214
  - **Statute of Limitations (735 ILCS 5/13-214(a)):** Any action related to construction shall be commenced within 4 years from the time the person knew or reasonably should have known of the defendant's act or omission.
  - **Statute of Repose (735 ILCS 5/13-214(b)):** Any action related to construction shall be commenced within 10 years from the time of the defendant's act or omission.
    - "Discovery Rule" – Plaintiff shall have an additional 4 years to file lawsuit if discovered within the 10-year period.
  - **Contractual Limitations:** The parties can contractually agree to shorten the limitations period.
  - **Tolling Agreements:** Agreement with contractors, design professionals, and other potential defendants to toll or stop the running of all statutes of limitations, repose, or other time limitation defenses.

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Construction Litigation

- **Evidence of Defects:** How are you going to prove your case? What evidence to you have?
  - The more documents (including photographs, videos, sensor data, etc.) the better likelihood of success.
  - Use correct procedure and forms for consistency (change orders in writing, AIA forms, etc.)
  - Maintain organization to keep discovery costs low.
- **Inspections, Tests, or Repairs:** Consult with legal counsel first!
  - Performing any inspections, testing, or repairs of defective conditions could result in spoliation of evidence or at least another round of said inspections/testing.
  - Spoliation of evidence claim or defense can prevent the owner from using the defective conditions as evidence.

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Construction Litigation

- General Litigation Considerations:
  - Who is included in the lawsuit?
  - The role of experts.
  - Alternative dispute resolution (ADR)
    - Arbitration or mediation?
  - What are the recoverable damages?

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Read (or Write) the Fine Print! Negotiating Contracts for Public Entities

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Read (or Write) the Fine Print! Negotiating Contracts for Public Entities

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2025 Purchasing and Construction Conference

February 25, 2025

Although the information contained herein is considered accurate, it is not, nor should it be construed to be legal advice. If you have an individual problem or incident that involves a topic covered in this document, please seek a legal opinion that is based upon the facts of your particular case.

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Introductions



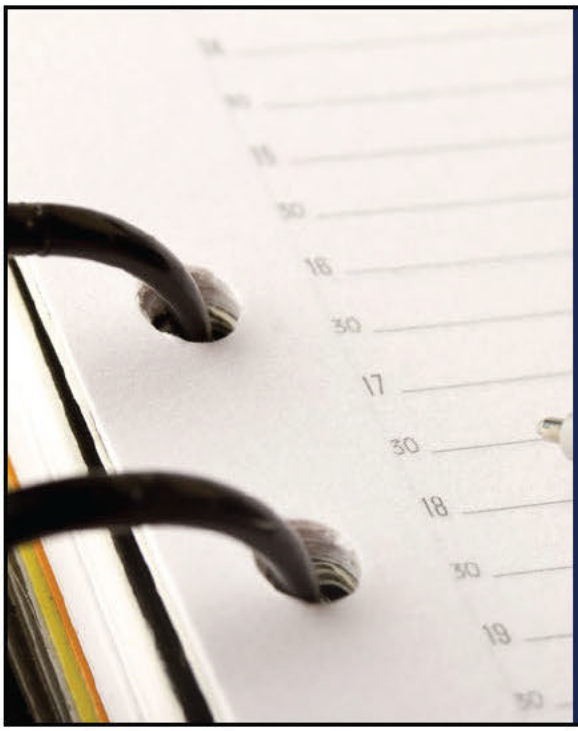
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Agenda

- General Commercial Transactions
- Construction Contracts
- Cooperative Purchasing
- Data Privacy and Security

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General Commercial Transactions

Key Terms and Conditions

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Essential Terms for Commercial Transactions

- Insurance
- Indemnification
- Limitation of Liability
- Warranties
- Termination
- Venue, Jurisdiction and Choice of Law
- Dispute Resolution
- Attorney's Fees and Fee-Shifting Provisions

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Insurance Requirements

- **Insurance**: Contract should require the vendor to maintain commercial general liability insurance, automobile liability insurance, worker's compensation insurance, as well as an umbrella insurance policy with minimum coverage amounts acceptable to the public body

- **Key Concepts**:
  - **Certificates of Insurance and Endorsements**
  - **Additional Insured**
  - **Primary and Noncontributory**

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Indemnification

- **Indemnification**: Contracts should contain an indemnification provision requiring the vendor to indemnify and hold the public body harmless against any liabilities it might incur as a result of the vendor's negligence or breach of contract

- **Reservation of Immunities**: Indemnification clauses can be read as a waiver of immunities otherwise afforded to public bodies under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*)

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Limitation of Liability

•**Limitation of Liability**: These clauses attempt to limit the vendor's liability to a specific dollar amount

Clauses attempting to limit vendor liability should be deleted

Alternatively, likely claims that could result from breaches should be excluded

Waiver of Consequential Damages: When included, terms allowing for waiver are disfavored by many insurance companies and have the effect of waiving damages arising outside the contract that other public bodies may otherwise be entitled

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Warranties

- **Express Warranties**: Guarantee made by a seller to a purchaser that a product or service will meet certain standards
  - Express warranties can be made orally or in writing, and can cover the quality, condition, or performance of a product
- **Implied Warranties**: Contract law term that is automatically presumed when the product or service is sold, unless the seller explicitly disclaims it
  - Merchantability
  - Fitness for Particular Purpose
- **Warranty Disclaimers**

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Termination

- **Termination for Convenience**:
  - Public body should maintain the right to terminate contracts with agreed notice
- **Termination for Cause**:
  - Material breaches of agreement can be a legally justified cause for termination
  - Causes typically must be significant and the other party offered an opportunity to cure
  - Address damages or penalties to be awarded in certain circumstances
- **Automatic Renewals**:
  - Clause that the contract will automatically renew unless cancelled in writing within a specified number of days before the end of the term
    - This clause should be modified to require mutual consent of the parties to renew any contract

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Venue, Jurisdiction and Choice of Law

- **Venue**:
  - Specifies which court will hear disputes between the parties
- **Jurisdiction**:
  - Identifies the court or legal forum will have the authority to hear and resolve any disputes arising from the agreement, essentially determining where legal proceedings related to the contract
- **Choice of Law**:
  - A contract provision that specifies the law that will govern a contract and any disputes that may arise

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Dispute Resolution Clauses

•**Dispute Resolution Clause**: Specifies process to be used in order to resolve disputes and disagreements over contract performance or interpretation

- Mediation
- Arbitration
- Litigation

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Statute of Limitations

- **Statute of Limitations**:
  - Form contracts may limit time for lawsuits, often shorter than Illinois law
  - Statute of limitations clauses should be deleted to follow Illinois law
    - Breach of contract – 10 years
    - Construction defects – 4 years
- **Statute of Repose**:
  - Impacts timing of statute of limitations and can vary by state

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Attorney's Fees and Fee-Shifting Provisions

Clauses that specify who pays legal fees if a dispute arises (e.g., prevailing party is entitled to reimbursement of their legal fees from the non-prevailing party)

Attorney's Fees:

Illinois follows the "American rule"	Modify clause to make attorneys' fees provision mutual for both parties	Be clear on when attorney's fees are to be awarded

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Construction Contracts

Key Terms



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Key Terms in General Construction Contracts - Overview

- **Standardized Agreements (e.g., AIA Contract Documents)**:
  - Standardized contracts published by industry groups (e.g., the American Institute of Architects (AIA)) that provide commonly accepted terms and conditions for construction projects

- **Contract Sum and Change Order**:
  - Defines the total contract price. Change orders modify the contract sum based on changes in scope, schedule, or unforeseen conditions
  - Alternates
  - Allowances
  - Contingencies

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Key Terms in General Construction Contracts - Overview

- **Substantial Completion**
- **Progress Payments**
- **Takeover**
- **Subcontractor Payment**
- **Liquidated Damages**

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Prevailing Wage Act Compliance

- **Prevailing Wage Act Compliance**:
  - Applies to public works contracts and requires contractors to pay workers based on local prevailing wage rates.
    - "Public works" which are defined as "fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds."
      - Including, "any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented."
  - Contractors must submit certified payrolls to the Department of Labor monthly.

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Payment and Performance Bonds – Public Construction Bond Act, 30 ILCS 550/1

- Each contract for public work in Illinois exceeding $50,000 requires the contractor to furnish performance and payment bonds in the full amount of the contract
- **Performance Bond**: Surety company's guarantee that the project will be completed in accordance with the contract. Defines duty of the surety to the owner in the event of the contractor's default
- **Payment Bond**: Surety company's guarantee that contractor will pay contractors furnishing material and/or labor on the project
- **Subcontractor Bonding**: If the public body pays subcontractors directly (via a construction manager), subcontractors may need to provide their own bonds

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Common Construction Contract Issues

Inadequate Contract Language:	Vague or unclear terms can lead to misunderstandings or disputes.
Non-Compliance with Regulatory Requirements:	Failing to adhere to laws like the Prevailing Wage Act or environmental regulations.
Inadequate Insurance and Bonding:	Contractors or subcontractors may not have sufficient insurance or performance bonds.
Delays and Liquidated Damages:	Contractors missing deadlines, leading to potential delays and financial penalties.
Change Orders and Scope Creep:	Uncontrolled changes to the scope of work can lead to cost overruns and delays.
Poor Documentation and Record-Keeping:	Inadequate documentation of project milestones, payments, and change orders.
Subcontractor Issues:	Subcontractors failing to meet deadlines, quality standards, or payment requirements.
Dispute Resolution Mechanisms:	Disputes can escalate quickly without a clear resolution process.

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Cooperative Purchasing

Key Terms



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Governmental Joint Purchasing Act 30 ILCS 525/1, et seq.

Allows public bodies to jointly purchase personal property, supplies, and services with any other governmental unit

The bidding procedures in Section 4 of the Governmental Joint Purchasing Act supersede the bidding procedures under Section 3-27.1 of the Community College Act and Section 10-20.21 of the School Code

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Key Terms for Cooperative Purchasing – Overview

- Needs to meet certain legal requirements in accordance with both:
  - Cooperative consists of all government agencies
  - Purchases must be based on competitive solicitations
  - Bids and proposals solicited by public notice as specified by the Joint Purchasing Act
  - May solicit bids or proposals by sending requests by mail to prospective suppliers
- Authority pursuant to IL Constitution – Intergovernmental Cooperation Act (5 ILCS 220/1) and Joint Purchasing Act (30 ILCS 525/1)
- Purchase of personal property, supplies and services

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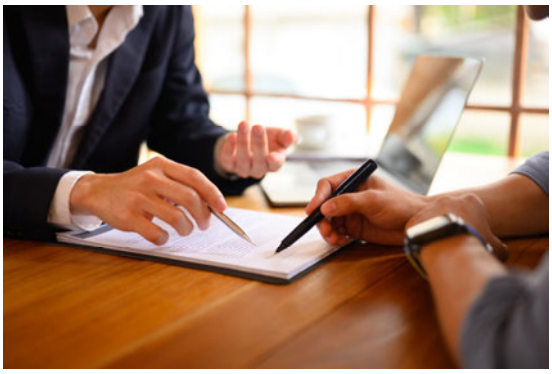
Key Terms for Cooperative Purchasing – Overview

- All purchases, orders or contracts shall be awarded to the **lowest responsible bidder or highest-ranked proposer**, taking into consideration:
  - The **qualities** of the articles or services supplied
  - Their **conformity** with the specifications
  - Their **suitability** to the requirements of the participating governmental unit
  - The **delivery** terms

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Key Terms for Cooperative Purchasing – Overview



- A public body should ensure that all required terms are included in the contract if appropriate, including:
  - Terms requiring compliance with the Prevailing Wage Act;
  - Terms requiring Performance and Payment Bonds; and
  - Terms required by state or federal grant requirements

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Key Terms for Cooperative Purchasing – Overview

- **Choice of Law and Forum**:
  - Cooperative contracts may contain a provision that the contract shall be controlled by the laws of a State other than Illinois
  - These provisions may further provide that the venue for any action brought pursuant to the contract will be outside of Illinois
  - These provisions should be modified to provide that Illinois Law controls the contract and the venue will be where the public body is located

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Data Privacy

Key Terms



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Key Terms for Data Security and Privacy

- Require vendors to maintain cyber liability coverage and review their coverages. Existing coverages may not be adequate - coverage should include (at a minimum):
  - $2 million per occurrence/$3 million aggregate
  - Limits should be increased based on nature of service and data being stored Technology E&O for IT firms
- Require the public body to be named as an additional insured
- Specific contract terms in vendor agreements (e.g., FERPA, PIPA, SOPPA)

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Key Terms for Data Security and Privacy – Continued

- Contracts should address how each element of data security is addressed when handling information or data received from the public body, including:

• Access	• Use
• Disclosure	• Modification
• Destruction	• Breach notification

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Biographies

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Zoning, Planning & Land Use

EDUCATION

J.D., DePaul University College of Law; *Managing Editor, DePaul Journal of Art and Entertainment Law*

B.A., University of Illinois at Urbana Champaign

Ken Florey concentrates his practice representing public and private clients, including municipalities, school districts, community colleges, townships, libraries, private owners, contractors and design professionals regarding land use, municipal law, construction, tax, finance and litigation. Ken has also started offering his services as a mediator with an emphasis on construction disputes.

Ken was the Chair of the DuPage County Bar Association's Local Government Committee. He was appointed Special Assistant Attorney General to prosecute and defend construction litigation claims on behalf of the Illinois Capital Development Board. Ken is also a member of the Illinois ASBO Service Associate Advisory Committee. He served as a Trustee for the Village of Lombard for eight years and is a member of the Lombard Fire and Police Commission.

Mediator Certificate: Northwestern University 2017

Awards

Illinois Leading Lawyer, Construction Law; Governmental, Municipal, Lobbying & Administrative Law; Land Use, Zoning & Condemnation Law; and School Law

Illinois Association of School Business Officials, Above and Beyond Award

Illinois Institute for Local Government Law, Litigation Award

Recent Publications

Contributing author, "Competency in ADR: Assuring Ethical Practice through Competency and Communication," *DCBA Brief,* The Journal of the DuPage County Bar Association (2024)

Contributing author, "Navigating Construction Disputes: *The inevitable construction disputes can be navigated with a combination of knowledge, preparation, and outside guidance,"* School Business Affairs (November 2023)

Contributing author, "Diving into ADR Ethics: Exploring the Ethical Obligation of Attorneys as Advisors, Advocates, and Third-Party Neutrals," *DCBA Brief* (November 2023)

Contributing author, "Joint Purchasing Everything You Want to Know but Are Afraid to Ask!" *UPDATE Magazine,* Illinois ASBO (2019)

ADMITTED TO PRACTICE

U.S. District Court for the Northern District of Illinois

Supreme Court of Illinois

Contributing author, "How Far Does the Law Allow Schools to Go?" *UPDATE Magazine,* Illinois ASBO (2018)

Contributing author, "Top 11 Public Bidding Questions & Solutions" *UPDATE Magazine,* Illinois ASBO (2018)

Co-author, "School Construction from Start to Finish: A Project Checklist," *School Business Affairs Magazine,* ASBO (2018)

Contributing author, "Top 11 Public Bidding Questions," *UPDATE Magazine,* Illinois ASBO (2018)

Contributing author, "Top 11 Public Bidding Questions," *UPDATE Magazine,* Illinois ASBO (2018)

Contributing author, "Meditation a Win-Win for Clients and their Attorneys in Construction Litigation," Chicago Daily Law Bulletin (2018)

Recent Presentations

Contract Pitfalls to Avoid, Emerging SBO Summit (July 2024)

Alternative Dispute Resolution Section MCLE Program, DuPage County Bar Association (February 2023)

Cooperative Purchasing: Are We Doing it Right?, Illinois Association of School Personnel Administrators and Illinois Association of School Business Officials Regional Conference (October 2022)

Building a Construction Team and So Much More to Achieve Success with Your Project, Association of School Business Officials International (August 2022)

Ethics and ADR: Meditation and Arbitration Issues, DCBA (June 2022)

Cooperative Purchasing: Are You Doing it Right?, Illinois ASBO Annual Conference (June 2022)

Bidding Processes & Procedures: Best Practices in a Changing Environment, Illinois ASBO Annual Conference (May 2022)

Contracts and Conflicts: How Did We Get Here & Where are We Going?, Illinois ASBO Annual Conference (May 2022)

Wrapping Up the Year End in the Business Office: Do's and Don'ts, Illinois ASBO School Business Essentials (April 2022)

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Supreme Court of Illinois

Supreme Court of Utah

Supreme Court of Wisconsin

Matthew J. Gardner, a distinguished partner at Robbins Schwartz, boasts a multifaceted legal career spanning various practice areas. With expertise in construction, commercial transactions, real estate, and public finance, Matthew has emerged as a trusted advisor to both private and public project owners.

Matthew's practice revolves around guiding clients through the intricacies of construction and real estate projects. From property acquisition to contract negotiation, bidding, project management, and litigation, his comprehensive approach ensures that his clients navigate each phase of their projects seamlessly. Matthew also offers representation to contractors, subcontractors, and material suppliers, addressing payment claims, lien rights preservation, and defending against defect claims.

In addition to his construction and real estate practice, Matthew extends his legal acumen to the realm of education law and data privacy. Representing school districts, colleges, and educational technology companies, he drafts and negotiates data privacy agreements, software license agreements, and service agreements. He has contributed significantly to evolving legal frameworks in education privacy matters and is renowned for his adeptness in addressing risks associated with data breaches or ransomware attacks.

Beyond his legal practice, Matthew is deeply involved in the legal community. He has served as the past Chair of the Chicago Bar Association Construction Law and Mechanics Lien Subcommittee and is an active member of various legal associations, including the Illinois State Bar Association and Chicago Bar Association Judicial Evaluation Committee. Matt also dedicates his time to pro bono services, reflecting his commitment to serving the community.

What sets Matthew apart is his genuine passion for collaborating with colleagues to find innovative solutions to clients' challenges. His dedication to excellence and unwavering commitment to his clients have established him as a leading figure in the legal community.

Awards

Illinois “Rising Star”, by Super Lawyers Magazine, in the area of Construction Litigation (2021-2022)

ORGANIZATIONS

Chicago Bar Association

Illinois Association of School Business Officials

Illinois State Bar Association

Illinois Council of School Attorneys

Recent Publications

Contributing author, "Environmental Issues" *Construction Law: Transactional Considerations*, IICLE (2021)

Contributing author, "School Property and Environmental Issues" *School Law: Organization, Finance, and Property*, IICLE (2017, 2021)

Contributing author, "Turner on Illinois Mechanics Liens," *Chapter III – Making a Lien Against Private Property Enforceable* (2019)

Co-author, "School Construction from Start to Finish: A Project Checklist," *School Business Affairs Magazine*, ASBO (2018)

Contributing author, "Top 11 Public Bidding Questions," *UPDATE Magazine*, Illinois ASBO (2018)

Contributing author, "Meditation a Win-Win for Clients and their Attorneys in Construction Litigation," *Chicago Daily Law Bulletin* (2018)

Recent Presentations

Sustainable Design: Procurement and Other Considerations for a Successful Project, Illinois ASBO Annual Conference (April 2024)

Data Breaches and Ransomware Attacks: Strategies for Preventing and Responding to Cybersecurity Incident, Large Unit District Association (March 2024)

Bidding and Managing a Successful Construction Project, 2024 IADP/IPRA Soaring to New Heights Conference (January 2024)

Best Practices When Responding to a Data Breach or Cyber Incident, Secured Schools: K-12 Data Privacy and Cybersecurity Conference (January 2024)

Legal Requirements Schools Must Consider for Data Privacy and an Update on the Evolution of Lawsuits Against Schools Arising From Data Breaches, Secured Schools: K-12 Data Privacy and Cybersecurity Conference (January 2024)

Legal Update for Illinois Community College Chief Financial Officers, Illinois Community College Chief Financial Officers Spring Conference (April 2023)

Best Practices for Safeguarding Data in an Increasingly Digital World, SecurED Schools: K-12 Data Privacy and Cybersecurity Conference (January 2023)

Bidding 101, IASBO Emerging SBO Summit (July 2022)

Legal Considerations Related to Renewable Energy, Illinois ASBO Administrator Academy: Sustainability for PK-12 Schools (May 2022)

School Bidding, Procurement, and Prevailing Wages: From the Basics to the Advanced, IASA Spring Legal Seminar (March 2022)

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CHRISTOPHER R. GORMAN

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PRACTICE AREAS

Commercial Transactions
Construction
Labor & Employment
Litigation
Municipal
Real Estate

EDUCATION

J.D., University of Minnesota Law School

B.A., *Presidential Scholar*, University of Minnesota - Twin Cities

ADMITTED TO PRACTICE

Supreme Court of Illinois

U.S. District Court for the Northern District of Illinois

Christopher R. Gorman practices in the firm's commercial, construction, and real estate practice groups, representing public sector clients in commercial transactions, contracting, construction related transactional matters, and data & privacy law. Christopher has also served in the firm's labor and employment practice group and counseled employers in all aspects of labor and employment law, including labor relations, collective bargaining, grievance and dispute resolution, workplace investigation, employee discipline, terminations and reductions in force, and employment discrimination. Christopher also advises clients on board governance and compliance with the Illinois Freedom of Information Act and Open Meetings Act.

Christopher's strengths as an attorney are evident in his approach to law. He brings a unique perspective to the table, given his background as in-house counsel for not-for-profit organizations and public bodies as well as his comprehensive understanding of various practice areas. He values ethical principles and understands the significance of alternative dispute resolution when it aligns with his clients' best interests.

In his legal practice, Christopher finds the most joy in representing individuals who are deeply committed to their roles in public service, recognizing the significance of their contributions. This alignment of values and a shared commitment to public service underscores the core of his legal practice.

Christopher's decision to become a lawyer was deeply rooted in his passion for government and public service. Prior to joining Robbins Schwartz, Christopher served as in-house counsel for a nonprofit organization, a charter school management organization and a state regulatory agency overseeing higher education financing. In his career, Christopher has overseen labor relations for the first unionized charter school in the country, assisted in the development of state legislation and administrative rules, and influenced the U.S. and Treasury Department's decision to reintroduce the U.S. Savings Bond as a form of tax refund, promoting savings among low-income families.

Christopher's contributions extend beyond the courtroom. He has authored numerous publications, addressing critical legal issues and serving as a valuable resource for the legal community. He has also been a prominent figure in legal presentations, sharing his insights with fellow professionals.

ORGANIZATIONS

Illinois State Bar Association

DuPage County Bar Association

Illinois Local Government Lawyers Association

Illinois Association of School Business Officials

Beyond his legal career, Christopher is a devoted coach for his children's sports activities when given the opportunity. He finds solace in the great outdoors, enjoys cooking, and maintains a commitment to regular exercise. Moreover, he possesses a deep interest in change management and organizational design, which he's cultivated through certification courses.

Recent Publications

Contributing author, "Labor Relations: Contract Administration Including Unfair Labor Practices," *Illinois School Law*, IICLE (2024)

Contributing author, "Competency in ADR: Assuring Ethical Practice through Competency and Communication," *DCBA Brief*, The Journal of the DuPage County Bar Association (2024)

Contributing author, "School District Emergency Purchasing," *UPDATE Magazine,* Illinois ASBO (2024)

Contributing author, "Diving into ADR Ethics: Exploring the Ethical Obligations of Attorneys as Advisors, Advocates, and Third-Party Neutrals" *DCBA Brief*, The Journal of the DuPage County Bar Association (2023)

"Navigating Public Bidding Requirements under the Illinois School Code," *Update*, Illinois Association of School Business Officials (2022)

Contributing author, "Labor Issues in the Transactional Side of the Project," *Construction Law: Transactional Considerations 2021 Edition*, IICLE (2021)

"Continuing Controversy Over FCC's Efforts to Improve Broadband Connectivity," *Energy, Utilities, Telecommunications and Transportation Newsletter*, Illinois State Bar Association (2021)

"The Future of For-Profit Online Charter Schools," *Labor and Employment Law Quarterly*, American Bar Association (2016)

Recent Presentations

2024 Community College Legal Updates, Illinois Community College Chief Financial Officers Spring Conference (April 2024)

Best Practices for Safeguarding Data in an Increasingly Digital World, SecurED Schools: K-12 Data Privacy and Cybersecurity Conference (January 2023)

School Bidding, Procurement, and Prevailing Wages: From the Basics to the Advanced, IASA Spring Legal Seminar (March 2022)

Making Sense of the Alphabet Soup: FERPA, COPPA, SOPPA, ISSRA, MHDDCA and PIPA, The Learning Technology Center of Illinois SecurED Schools Annual Conference (January 2022)

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PRACTICE AREAS

Commercial Transactions
Construction
Park District
Real Estate Development

EDUCATION

J.D., DePaul University College of Law, *summa cum laude*, Order of the Coif

B.S., Valparaiso University

ADMITTED TO PRACTICE

Supreme Court of Illinois

ORGANIZATIONS

Illinois State Bar Association

DuPage County Bar Association

Nicole Karas focuses her practice on local government and corporate law. She serves as outside general counsel to local governmental clients providing a wide range of legal assistance. Nicole counsels clients on major construction, land acquisition, contract drafting and negotiation, intergovernmental cooperation agreements, board policies, personnel policies, employment issues, contracts for purchases of goods and services, Open Meetings Act, FOIA issues, and ordinance/resolution drafting.

Nicole represents corporate and non-for-profit clients in various matters, including entity formation, real estate matters, contract review, leases and other transactional matters.

Recent Publications

"Guide to the Open Meetings Act and FOIA," *Illinois Association of Park Districts* (2023)

"Buyer Beware – Construction Project and Contract Pitfalls," *Illinois Association of School Business Officials Magazine* (2017)

Recent Presentations

Bidding and Managing a Successful Construction Project, 2024 IADP/IPRA Soaring to New Heights Conference (January 2024)

Bidding 101: Bidding Requirements, Exceptions and Strategies for Cooperative Purchase, IAPD/IPRA Soaring to New Heights Conference (January 2023)

Managing a Successful Construction Project, IAPD/IPRA Soaring to New Heights Conference (January 2023)

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PRACTICE AREAS

Commercial Transactions
Construction
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Energy
Litigation
Municipal
Public Finance & Taxation
Real Estate
Zoning, Planning & Land Use

EDUCATION

J.D., IIT Chicago-Kent College of Law

B.S., Political Science, University of Iowa

ADMITTED TO PRACTICE

U.S. District Court for the Northern District of Illinois

Supreme Court of Illinois

Howard A. Metz is an experienced legal professional known for his expertise in advising and representing various private and public entities, including school districts, community colleges, park districts, and municipalities. His legal practice spans a range of areas, with a primary focus on real estate, commercial transactions, construction law, and land use and zoning matters.

Howard has made significant contributions, particularly in resolving complex construction cases. His expertise includes handling disputes related to architectural fees, construction defects, bidding issues, and construction delays. Additionally, Howard has been actively involved in litigating matters pertaining to zoning laws and municipal control over school property.

Howard's legal practice is diverse and includes areas such as commercial law, construction law, education law, energy law, litigation, municipal law, public finance and taxation, real estate law, and zoning, planning, and land use.

As a prolific writer, Howard has contributed to various publications, sharing his insights on topics crucial to his practice.

Recent Publications

Contributing author, "School District Emergency Purchasing," *UPDATE Magazine,* Illinois ASBO (2024)

"Navigating Public Bidding Under the Illinois School Code" *UPDATE Magazine,* Illinois ASBO

Contributing author, "Joint Purchasing Everything You Want to Know but Are Afraid to Ask!" *UPDATE Magazine,* Illinois ASBO (2019)

Contributing author, "Public Body Social Media Rules Make Retention, Read Retrieval Imperative," *Chicago Law Bulletin* (2019)

Contributing author, "How Far Does the Law Allow Schools to Go?" *UPDATE Magazine,* Illinois ASBO (2018)

Co-author, "School Construction from Start to Finish: A Project Checklist," *School Business Affairs Magazine,* Illinois ASBO (2018)

ORGANIZATIONS

Illinois Association of School Business Officials

Illinois Council of School Attorneys

Contributing author, "Organization, Finance, and Property," *Illinois School Law,* Illinois Institute for Continuing Legal Education (2017)

"Look Before You Leap: Evaluating Your Joint Purchasing Options," *UPDATE Magazine,* Illinois ASBO (2016)

Contributing author, "School Property and Environmental Issues," *Illinois School Law,* Illinois Institute for Continuing Education Legal Education (2010 and 2012)

Recent Presentations

Innovative Solutions to Student Transportation Challenges, Illinois ASBO School Business Essentials Lunch & Learn Series (January 2024)

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PRACTICE AREAS

Commercial Transactions
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Public Finance & Taxation
Real Estate
Zoning, Planning & Land Use

EDUCATION

J.D., Loyola University Chicago School of Law

B.A., University of Minnesota, Twin Cities

ADMITTED TO PRACTICE

U.S. District Court for the Northern District of Illinois

Supreme Court of Illinois

ORGANIZATIONS

Chicago Bar Association

Logan K. Sweeney is a member of the firm's construction, commercial transactions, public finance & taxation, and real estate practice groups. Logan represents private and public project owners, including school districts, community colleges, park districts, and municipalities. She assists with construction and development projects, beginning with property acquisition, zoning, contract negotiation and bidding, project management, and any resulting litigation.

Logan's professional journey revolves around her love for working with clients who are equally passionate about what they do. She finds immense satisfaction in collaborating with individuals and businesses to navigate complex legal matters and to chart a course toward success. Her approach to legal practice is marked by empathy, understanding, and a determination to serve her clients' best interests.

Prior to joining Robbins Schwartz, Logan worked at a transactional law, litigation, and government relations law firm in Chicago, Illinois where she gained experience in a wide array of practice areas. Logan now utilizes her diverse legal background and experience to best serve Robbins Schwartz and its clients.

Outside of the legal realm, Logan enjoys embarking on culinary adventures by trying new restaurants, embracing the joy of running, and traveling.

Recent Publications

Contributing author, "School District Emergency Purchasing," *UPDATE Magazine,* Illinois ASBO (2024)

Recent Presentations

Contract Pitfalls to Avoid, Emerging SBO Summit (July 2024)

Best Practices When Responding to a Data Breach or Cyber Incident, Secured Schools: K-12 Data Privacy and Cybersecurity Conference (January 2024)