

Village of Carol Stream

BOARD MEETING

AGENDA

May 2, 2016

7:30 P.M.

All matters on the Agenda may be discussed, amended and acted upon

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the April 18, 2016 Village Board Meeting.

C. LISTENING POST:

1. A check will be presented to the DARE Program from Joe Salerno of Salerno's Funeral Home, Rosedale Chapel.
2. Proclamation Designating May Building Safety Month.
3. Proclamation Designating May Bicycle Safety Month.
4. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

If you are here for an item which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission:
 - a. #16071 – 3 Phase Line Construction-300 Westgate Drive
Special Use Permits – Outdoor Activities and Operations
Zoning Code Variation – Landbank Parking
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0
2. Police Pension Fund – Compliance Report FYE15. *Consistent with requirements of Public Act 95-950, the Police Pension Fund submits an annual Compliance Report for receipt by the Village Board.*

G. OLD BUSINESS:

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. Write-off Uncollectible Receivables. *Annual write-off of uncollectible receivables.*
2. Geographic Information Systems (GIS) Data Sharing Agreement-Carol Stream Fire Protection District. *Staff recommends approving an Agreement with the Carol Stream Fire Protection District to share geographic information systems data.*
3. 2016-17 Geographical Information System (GIS) Services-Northern Illinois University (NIU) Award of Contract. *Staff recommends approving a contract with NIU for Geographical Information System services in an amount not to exceed \$33,828.00.*
4. Award of Contract for Professional Services-ADA Self Evaluation. *Staff recommends approval of an Agreement for Professional Services to provide the self-evaluation of sidewalks and paths for the Transition Plan required by the Americans with Disabilities Act in an amount not to exceed \$88,500.00 over a three-year period.*
5. Contract for Basic Architectural Services and Approval of General Contract Conditions - Municipal Center Remodeling/Renovation/Expansion Project. *Staff recommends approval of a contract for basic & additional architectural services with Williams Architects in the amount of 7.75% of construction costs. Basic architectural services include preparation of the schematic design, design of the development documents, preparation of construction, contract and bid documents and administration of the general conditions of the contract for construction.*

I. ORDINANCES:

1. Ordinance No. ____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 20 to 19 (Westlake Foods, Inc. d/b/a John's Deli & Liquor, 361 N. Gary Avenue) and Increasing the Number of Class C Liquor Licenses from 19 to 20 (Jaymit, Inc. d/b/a John's Deli & Liquor, 361 N. Gary Avenue). *This Ordinance reflects a change in*

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ownership and approval of a Class C Liquor License for John's Deli & Liquor located at 361 N. Gary Avenue).

2. Ordinance No. ____ Approving a Special Use permit for Outdoor Activities and Operations (Vehicle, Equipment, and Materials Storage) in the I Industrial Zoning District, and Landbanked Parking Variations (3 Phase Line Construction, 300 Westgate Drive). *This request was recommended for approval subject to conditions by the Plan Commission/Zoning Board of Appeals on April 25, 2016.*

J. RESOLUTIONS:

1. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends two desks and a 1991 Exmark be declared surplus.*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: April 19, 2016 through May 2, 2016.
2. Addendum Warrants: April 19, 2016 through May 2, 2016.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2016-04-25	LAST RESOLUTION	2875
NEXT ORDINANCE	2016-05-26	NEXT RESOLUTION	2876

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

April 18, 2016

Mayor Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: Trustee John LaRocca

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Clerk Laura Czarnecki and Village Attorney Jim Rhodes

*All persons physically present at meeting unless noted otherwise

Mayor Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the April 4, 2016 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Hennessey, Gieser, Frusolone, and McCarthy

Abstain: 1 Trustee Schwarze

Absent: 1 Trustee LaRocca

The motion passed.

LISTENING POST:

1. Resolution No. 2868 Recognizing Commander Michael Zochert for Twenty Years of Service with the Village of Carol Stream. *Resolution read by Trustee Frusolone.*

Trustee McCarthy moved and Trustee Schwarze made the second to approve Resolution No. 2868 Recognizing Commander Michael Zochert for

Twenty Years of Service with the Village of Carol Stream. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

- 2. Resolution No. 2869 Congratulating Lutheran Church of the Master on its 50th Anniversary. Resolution read by Trustee Gieser.*

Trustee Schwarze moved and Trustee Frusolone made the second to approve Resolution No. 2869 Congratulating Lutheran Church of the Master on its 50th Anniversary. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

- 3. Certificate of Appreciation-Region for Sustainable Achievement, Edith Makra, Director of Environmental Initiatives. Edith Makra presented the Certificate of Appreciation-Region for Sustainable Achievement to Mayor Saverino and the Village of Carol Stream.*
- 4. Year of the Business Spotlight: Joe Cotton Ford-Paul Cotton, General Manager. Tracy Conn, Vice President of Joe Cotton Ford highlighted Joe Cotton Ford's business and charitable achievements in Carol Stream.*
- 5. Introduction of new Public Works Employee-Utilities Supervisor Brian Evans. Director of Public Works Phil Modaff introduced new Public Works Utilities Supervisor Brian Evans.*
- 6. Proclamation Observing 2016 Earth Day. Proclamation read by Trustee McCarthy.*

7. Proclamation Recognizing Arbor Day on April 29, 2016. *Proclamation read by Trustee Schwarze.*
8. Proclamation Recognizing May 4, 2016 as Bike to School Day. *Proclamation read by Trustee Hennessey.*
9. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

1. Public Hearing: Annual Budget for the 2016-2017 Fiscal Year beginning May 1, 2016.

Trustee Gieser moved and Trustee McCarthy made the second to open the public hearing on the Annual Budget for the 2016-2017 Fiscal Year beginning May 1, 2016. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee LaRocca</i>

Mayor Saverino stated the public notice for this hearing was published in the Carol Stream Examiner on April 6, 2016 as required by law. There was no other public comment regarding the public hearing on the annual budget.

Trustee Frusolone moved and Trustee Hennessey made the second to close the public hearing on the Annual Budget for the 2016-2017 Fiscal Year beginning May 1, 2016. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee LaRocca</i>

CONSENT AGENDA:

Trustee McCarthy moved and Trustee Frusolone made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

Trustee Gieser moved and Trustee Frusolone made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

1. #16061-BKBG Enterprises Inc. d/b/a Devanco Foods-440 Mission Street.
2. Agreements for Professional Services-B&F Construction Code Services, Inc.
3. Waiving Formal Bids & Award of Contract-Janitorial Services.
4. Town Center Fountain Fencing – Pre-Order & Purchase Request.
5. WRC Roof Replacement Blower Building #2.
6. Garage Floors Repair and Resurfacing.
7. Ordinance No. 2016-04-20 Amending Chapter 14, General Offenses, Article 2, Offenses against Persons of the Carol Stream Code of Ordinances.
8. Ordinance No. 2016-04-21 Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2016.
9. Ordinance No. 2016-04-22 Adopting the Annual Budget of the Village of Carol Stream in the amount of \$55,337,477 for the FY 16/17 Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017.
10. Ordinance No. 2016-04-23 Amending Ordinance 2016-03-12 providing an Immediate Effective Date for the Class A Liquor License issued to Chrissy's LLC d/b/a Chrissy's, 552 N. Gary Avenue.

11. Ordinance No. 2016-04-24 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the number of Class V Licenses from 10 to 11 (Chrissy's LLC d/b/a Chrissy's, 552 N. Gary Avenue).
12. Ordinance No. 2016-04-25 Approving a Special Use Permit for Meat Processing, Packaging, Storage, and Warehousing and a Special Use Industrial Zoning District (BKBG Enterprises, Inc., d/b/a Devanco Foods, 440 Mission Street)
13. Resolution No. 2870 Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2.
14. Resolution No. 2871 Approving Local Agency Amendment #2 for Federal Participation-West Branch DuPage River/Fair Oaks Road Trail.
15. Resolution No. 2872 Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with Regard to West Branch/Fair Oaks Road Bike Trail-Supplement No. 2.
16. Resolution No. 2873 Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Amendment #1 for Federal Participation-Lies Road from County Farm Road to Kuhn Road.
17. Resolution No. 2874 Adopting the 2016-2017 Employee Compensation Plan for the Village of Carol Stream.
18. Resolution No. 2875 Declaring Surplus Property Owned by the Village of Carol Stream.
19. Washington Elementary School PTA-Raffle License.
20. Payment of Regular and Addendum Warrant of Bills from April 5, 2016 through April 18, 2016.
21. Treasurer's Report for Month Ended March 31, 2016.

Trustee Hennessey moved and Trustee McCarthy made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

The following are brief descriptions of those items approved on the Consent Agenda for this meeting.

**#16061 - BKBG Enterprises Inc. d/b/a Devanco Foods-440 Mission Street:
Special Use Permits for Meat Processing/ Outdoor Activities
Recommended Approval Subject to Conditions 7-0**

The Village Board concurred with Plan Commission's recommendation.

Agreements for Professional Services – B&F Construction Code Services, Inc.:

The Village Board approved the Agreements with B&F Construction Code Services for permit plan reviews, plumbing inspections, commercial/industrial inspections and general code consulting services in an amount not to exceed \$100,000.00 in aggregate.

Waiving Formal Bids & Award of Contract-Janitorial Services:

The Village Board waived the formal bidding process and approved a janitorial service contract with Crystal Maintenance Service Corporation for cleaning services at the Municipal Center and Public Works Center in the amount of \$29,820.

Town Center Fountain Fencing – Pre-Order & Purchase Request:

The Village Board approved a Contract with Peerless Fence for construction of a fence at the Ross Ferraro Town Center fountain for a cost of \$6,562.

WRC Roof Replacement Blower Building #2:

The Village Board waived competitive bidding and approved a Job Order Contract with Kellogg Brown & Root LLC (KBRLC) for the WRC Roof Replacement Blower Building #2 in the amount of \$43,876.33.

Garage Floors Repair and Resurfacing:

The Village Board waived competitive bidding and approved a Job Order Contract with F.H. Paschen, S.N. Nielsen & Associates LLC for Garage Floors Repair and Resurfacing in the amount of \$96,829.27.

Ordinance No. 2016-04-20 Amending Chapter 14, General Offenses, Article 2, Offenses against Persons of the Carol Stream Code of Ordinances:

The Village Board approved amending the Village Code to include the Offense of Endangering the Life or Health of a Child which will allow the Village to file charges under Local Ordinance.

Ordinance No. 2016-04-21 Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2016:

The Village Board approved amending the FY 15/16 budget to account for certain expenses incurred during the year which were unplanned but necessary (e.g. early retirement of Geneva Crossing TIF Bonds).

Ordinance No. 2016-04-22 Adopting the Annual Budget of the Village of Carol Stream in the amount of \$55,337,477 for the FY 16/17 Fiscal Year beginning May 1, 2016 and ending April 30, 2017:

The Village Board approved the Annual Budget of the Village of Carol Stream for the new fiscal year which begins on May 1, 2016 in the amount of \$55,337,477.

Ordinance No. 2016-04-23 Amending Ordinance 2016-03-12 providing an Immediate Effective Date for the Class A Liquor License issued to Chrissy's LLC d/b/a Chrissy's, 552 N. Gary Avenue:

The Village Board amended Ordinance 2016-03-12 changing the start date from May 1, 2016 to March 7, 2016 for Chrissy's LLC d/b/a Chrissy's, 552 N. Gary Avenue.

Ordinance No. 2016-04-24 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the number of Class V Licenses from 10 to 11 (Chrissy's LLC d/b/a Chrissy's, 552 N. Gary Avenue):

The Village Board approved a video gaming license to Chrissy's contingent upon issuance of a state license.

Ordinance No. 2016-04-25 Approving a Special Use Permit for Meat Processing, Packaging, Storage, and Warehousing and a Special Use Permit for Outdoor Activities and Operations (Storage Silos) in the I Industrial Zoning District (BKBG Enterprises, Inc., d/b/a Devanco Foods, 440 Mission Street):

The Village Board approved a Special Use Permit for Meat Processing, Packaging, Storage and Warehousing and a Special Use Permit for Outdoor Activities and Operations (Storage Silos) subject to conditions by the Plan Commission/Zoning Board of Appeals on April 11, 2016.

Resolution No. 2870 Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2:

The Village Board approved coordinating its sustainability efforts in support of the environmental objectives detailed in the compact when it can and as budgetary resources allow.

Resolution No. 2871 Approving Local Agency Amendment #2 for Federal Participation-West Branch DuPage River/Fair Oaks Road Trail:

The Village Board approved the Illinois Department of Transportation funding of current cost estimate for engineering at \$199,212 of which \$159,370 is from FHWA funding and \$39,842 is from Village and Wayne Township Road District funding.

Resolution No. 2872 Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with regard to West Branch/Fair Oaks Road Bike Trail-Supplement No. 2:

The Village Board approved a Preliminary Engineering Services Agreement for Federal Participation Supplement #2 with TranSystems Corporation in the amount of \$15,642.07.

Resolution No. 2873 Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Amendment #1 for Federal Participation-Lies Road from County Farm Road to Kuhn Road:

The Village Board approved the Local Public Agency Amendment #1 for Federal Participation for the Lies Road LAFO project from County Farm Road to Kuhn Road which will potentially have a \$72,050 savings in the Village's share of project costs.

Resolution No. 2874 Adopting the 2016-2017 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved a general wage adjustment of 2.5% and funding this year's performance based non-union compensation program at a set 2.5% adjustment.

Resolution No. 2875 Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved declaring surplus Public Works 2005 Ford F-450; 2001 International 2.5 T Dump Truck; 2001 Ford F-550; two way communication system and two Nextel phones.

Washington Elementary School PTA-Raffle License:

The Village Board approved a raffle license and waived the license fee and manager's fidelity bond for Washington Elementary School PTA's Trivia Night held at the American Legion Hall.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated April 18, 2016 in the amount of \$496,393.17. The Village Board approved the payment of the Addendum Warrant of Bills from April 5, 2016 thru April 18, 2016 in the amount of \$503,113.96.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended March 31, 2016.

Non-Consent Agenda

Emerald Ash Borer Success Presentation:

Public Works Analyst Tia Messino presented the Village of Carol Stream's Success Addressing Emerald Ash Borer as follows:

Emerald Ash Borer

- Beetle from Japan
- Discovered in Michigan
 - 2002
 - Killed hundreds of millions of Ash trees
- CS had near 3,000 Ash trees

How to Address EAB?

- Treatment
 - Found too expensive & unreliable
- Remove & Replace
 - Required a coordinated effort
 - Costly
- Growing Agreement
 - Contracted nursery to grow trees for us
 - EAB progressed fast
 - Amended contract to buy already grown trees

Removing EAB

- November 2007
 - First Carol Stream EAB confirmed
- \$2.25 million
 - Saved for removal & replacement
- 2,940 Ash trees removed
- 61 "OK" Ash trees remain
 - 32 to be inspected
- Under Budget
 - \$800,000
 - Returned to Gen Fund

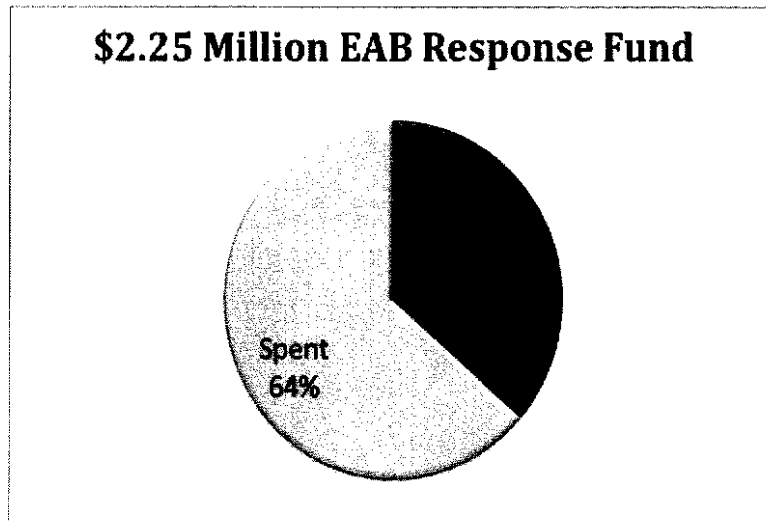
Replanting

- 3,000+ trees planted
 - 2,400 Spring 13-Fall 14
- 300 next fiscal year
- Species diversity
 - By street
 - Village wide

Diversity

- Diversity: 20+ Genus
 - Maple
 - Locust
 - Linden
 - Fruit
 - Oak
 - Elm

- Coffee-tree
- Tree Lilac
- 90+ Species
 - 18 types of Maple
 - 5 types of Locust
 - 6 types of Linden
 - 5 types of Pear
 - And many more...



Account to be closed

More than \$800,000 of the EAB Response fund will have been returned to the General Fund.

Raffle License-2016 Summer Concert Series:

Staff directed to divide the raffles at each concert among the nine (9) designated charities and split the proceeds and the end of the season.

Trustee McCarthy moved and Trustee Gieser made the second to approve the Raffle License for the 2016 Summer Concert Series. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee LaRocca</i>

The motion passed.

Report of Officers:

Trustee Gieser congratulated Mike Zochert on his 20 years of service and to Lutheran Church of the Master on its 50th Anniversary. He also welcomed Brian Evans as Public Works Supervisor. There is a parade fundraiser at the Red Apple Pancake House on Saturday, April 23rd from 6:00 a.m. till 3:00 p.m.

Trustee Schwarze thanked Commander Mike Zochert for his 20 years of service and to Lutheran Church of the Master on its 50th Anniversary. Thank you to Joe Cotton Ford and welcome Brian Evans. The Emerald Ash Borer presentation was great. The Firefighter's Ball on Saturday raised \$8,000 for DuPage Senior Citizen Council for Meals on Wheels and the DuPage 100 Club. Please shop Carol Stream.

Trustee Hennessey stated he attended the community outreach night on heroin overdose and drug use as a whole. Parents please keep track of your kids. This weekend he attended the community wide food drive and was very impressed with the community effort.

Trustee Frusolone congratulated Mike Zochert on his 20 years of service and to Lutheran Church of the Master on its 50th Anniversary. Drivers please slow down and be aware of pedestrians and pay attention to your surroundings. The Park District and Police Department are planning a bike rodeo on June 11th.

Trustee McCarthy congratulated Mike Zochert on his 20 years of service and to Lutheran Church of the Master on its 50th Anniversary. Please pay attention to your kids and potential drug use.

Village Clerk Czarniecki stated to please watch your children. She congratulated Mike Zochert on his 20 years of service and to Lutheran Church of the Master on its 50th Anniversary. Congratulations to the Village of Carol Stream on its Emerald Ash Borer efforts. Please keep our military and their families in mind.

Village Manager Breinig stated the Village of Carol Stream identified the Emerald Ash Borer problem early, found a solution and completed the project with little fanfare. The Village of Carol Stream is in the top 10 communities with regard to the Greenest Region competition in sustainability efforts against much larger communities that have much larger budgets and staff. Thank you Tia for her Emerald Ash Borer presentation. Congratulations to Mike Zochert on his 20 years of service.

Mayor Saverino congratulated Mike Zochert on his 20 years of service and to Lutheran Church of the Master on its 50th Anniversary. Mayor will be attending

Lutheran Church of the Master for their 50th Anniversary. He recognized the staff's effort to promote sustainability and Emerald Ash Borer. Welcome Brian Evans to the Village of Carol Stream as the new Public Works Water Supervisor. Mayor thanked Mayor Pro Tem Matt McCarthy for filling in for him while he was away from the Village and staff for keeping him informed on Village matters.

At 8:48 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois**

All Matters on the Agenda may be Discussed, Amended and Acted Upon

April 25, 2016

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Linda Bailey, Community Development Secretary to call the roll.

The results of the roll call were:

Present: Chairman Frank Parisi, Commissioners David Creighton, Frank Petella, John Meneghini, and Charlie Tucek.

Absent: Commissioners Dee Spink and Angelo Christopher

Also Present: Tom Farace Planning and Economic Development Manager, Linda Bailey, Community Development Secretary and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Meneghini moved and Commissioner Petella made the second to approve the minutes of the meeting of April 11, 2016 with correction.

The motion passed by unanimous voice vote.

PUBLIC HEARING:

Commissioner Creighton moved and Commissioner Petella made the second to open the Public Hearing.

The motion passed by unanimous voice vote.

Case # 16071, 3 Phase Line Construction – 300 Westgate Drive

Special Use Permits - Outdoor Activities and Operations

Zoning Code Variation – Landbank Parking

Chairman Parisi swore in the witness, Bob Mattern, Director of Project Management for 3 Phase Line Construction, 300 Westgate Drive, Carol Stream, IL 60188. Mr. Mattern talked briefly about the parent company MasTec and they acquired 3 Phase Construction in 2007, he stated that MasTec is a infrastructure construction company. He stated that 3 Phase Line Construction has expertise in transmission, distribution line construction, gas utility underground construction. He stated that he is here tonight to request a Special Use Permit for Outdoor Activities and Operations to store larger construction items on the north side parking lot adjacent to their building. He stated they would on occasion need to park their vehicles on the west side of parking lot. He stated that the parking lot is already screened by evergreen trees, deciduous trees and they will be installing a seven-foot tall slatted chain link fence with barbed wire around the storage and parking area.

Chairman Parisi asks for any questions from the audience.

Susan Buck, 1N587 Gold View Lane, Winfield, IL 60190. Mrs. Buck wanted to know what type of noise would the petitioners company make, their hours of operation, and if the company ever responds to emergency calls. She stated that she would like to see a wood fence to help block some of the noise. She also wanted to know who she should call if the company is violating the Carol Stream noise ordinance.

The petitioner stated that the only noise would be from the starting of their vehicles and the hours of operation are from 6:30 a.m. to 4:30 p.m. He stated that his company is one of ComEd contractor of choice, and in a storm event an employee may be picking up a vehicle and materials at all hours of the day or night.

Tom Farace Planning and Economic Development Manager, stated that if the company was violating the noise ordinance outside of normal business hours they should call the police.

Chairman Parisi asks Mr. Farace for the staff report. Mr. Farace stated that the petitioner is seeking approval for a Special Use for Outdoor Activities and Operations for the storage of materials, vehicles and equipment and a variation for landbanked parking. He stated that the petitioner would like to store materials in the western half of northern parking lot and vehicles in the west parking lot. He stated that the west property line is already screened with evergreen trees and deciduous trees and the petitioner will be installing a seven-foot tall slatted chain link fence. He showed an aerial view of the property at 300 Westgate Drive to Mr. and Mrs. Buck, so they could have a point of reference. He stated in regards to the landbanking a request is based on employee counts or business operations. He stated 3 Phase Line Construction has an employee count of 20 employees and they currently have 80 parking spaces. He stated that the Zoning Code requires they would need 66 parking spaces with that employee count. He stated that with the petitioner only having an employee count of 20 and using some of the parking spaces for material storage, equipment and vehicles that the petitioner will be storing on the north and west parking areas, staff is comfortable supporting a variance for landbanked parking. He stated that if the petitioner ever hired more employees, staff would work with the business to reconfigure the outdoor storage to make sure there would be adequate parking for the employees. He stated that staff is recommending approval of the Special Use for Outdoor Activities and Operation, and the variation for Landbank Parking with the recommendations listed in the staff report.

Chairman Parisi asks Commissioners for any questions.

Commissioner Meneghini and Commissioner Tucek did not have any questions.

Commissioner Petella wanted to know if the petitioner was occupying the entire building and are they purchasing the property. Commissioner Petella wanted to know if the petitioner was going add any lighting to the parking lot area that will be using for storage. Commissioner Petella stated that he would like to see the barbed wire removed from the fence plan and he would rather see an eight-foot tall fence.

The petitioner stated that they would be occupying the entire building and they are not purchasing the property. The petitioner stated that they will not be adding any additional lighting to the parking lot storage area. The petitioner stated he would be willing to eliminate the barbed wire from the fence plan.

Commissioner Creighton asked Mrs. Buck if her concerns had been alleviated. Commissioner Creighton wanted to know what the purpose was for the rear drive aisle. Commissioner Creighton wanted to know how many handicapped parking spaces are required for this property. Commissioner Creighton wanted to know if the fence was going to be installed on the petitioners' side of the tree line.

Mrs. Buck stated yes, her concerns were alleviated, but she would like to see an eight-foot tall fence.

The petitioner asked Mr. Farace if seven-foot height of a fence is the all the village code would allow.

Mr. Farace stated that seven-foot is the highest fence height that the village code would allow. He stated that the rear drive aisle connection runs along the majority of the properties on the west side of Westgate Drive and staff researched to see if there was a cross access agreement or legal document requiring cross access to remain open, but did not find any such document, so staff feels comfortable to allow the gates along the rear drive aisle as long as access is provided to emergency services via a Knox box on the gates. He stated that one handicapped parking space for every 25 parking spaces is required and they will have two handicapped parking spaces.

The petitioner stated that the fence will be installed on their side of the tree line.

Chairman Parisi asked staff for clarification for Mr. and Mrs. Buck, that the proposed variance is for the tenant (3 Phase Line Construction), not the property. Chairman Parisi also stated that he feels that a seven-foot tall fence without the barbed wire would fulfill the same need as a fence with barbed wire.

Mr. Farace stated that the variations would be for 3 Phase Line Construction and not for the property.

Commissioner Creighton moved and Commissioner Petella made the second to approve the request with the staff recommendations.

The results of the roll call vote were:

Ayes: 5 Chairman Parisi and Commissioners Petella, Tucek, Meneghini, and Creighton.

Nays: 0

Abstain: 0

Absent: 2 Commissioner Christopher and Commissioner Spink.

Chairman Parisi reminded the applicant that this request will go before the Village Board on Monday, May 2, 2016, at 7:30 PM for final action.

PRESENTATION:

NEW BUSINESS:

ADJOURNMENT:

At 7:30 p.m. Commissioner Meneghini moved and Commissioner Petella made the second to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Linda Bailey
Community Development Secretary

Minutes approved by Plan Commission on this ____ day of _____, 20____.

Chairman

**PROCLAMATION
DESIGNATING MAY BUILDING SAFETY MONTH**

AGENDA ITEM
C-2 5-2-16

WHEREAS, Carol Stream's ongoing efforts to address the issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

WHEREAS, our confidence is achieved through the work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry who work year-round to ensure the safe construction of buildings, and;

WHEREAS, the International Code Council uses a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest quality codes to protect Americans in the buildings where we live, learn, work, worship and play, and;

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. municipalities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildfires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our local code officials, who assure us of safe, efficient and livable buildings, and;

WHEREAS, *Building Codes: Driving Growth through Innovation, Resilience and Safety* is the theme for Building Safety Month 2016, encouraging all Americans to raise awareness of the importance of safe and resilient building construction, fire prevention, disaster mitigation, backyard safety, energy efficiency and new technologies in the construction industry, and;

WHEREAS, Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, FRANK SAVERINO, SR., AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES do hereby proclaim

May 2016 as Building Safety Month in Carol Stream.

PROCLAIMED THIS 2nd DAY OF MAY, 2016.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

AGENDA ITEM
C-3 5-2-16

Designating May Bicycle Safety Month in Carol Stream

WHEREAS, for more than a century, Americans have had a great affinity for the bicycle as both an alternate form of transportation as well as a source of recreation to promote health and fitness; and

WHEREAS, over the past decade, the Village has made a significant investment in its pedestrian/bike trail system that has included the construction of pathways along Lies and Kuhn Roads as well as future pathway construction planned along Fair Oaks Rd. and Gary Ave. and connecting trail links along Lies and Kuhn Roads; and

WHEREAS, along with the growing expansion of the regional railway system has come an increasing legion of bicyclists who rely on this infrastructure for both commuting and recreation, many who have limited knowledge of the laws and safety measures governing roadway interactions between cyclists and motorists; and

WHEREAS, since its inception in 2007, the Police Department has been a local agency supporter of the IDOT-sponsored 'Share the Road' campaign to urge motorists and cyclists to safely share the roadways in an effort to reduce crashes, prevent injuries and fatalities; and

WHEREAS, the Village has joined the Mayor's Bike Safety Challenge sponsored by Ride Illinois to encourage Carol Stream bicyclists and vehicle operators alike to visit www.BikeSafetyQuiz.com to learn critical safety measures by taking the interactive quizzes for adult and young bike riders as well as local motorists.

NOW, THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino, Sr. and the Village Board of Trustees of the Village of Carol Stream, DuPage County, in the exercise of its home rule powers does hereby proclaim

May Bicycle Safety Month

in the Village and encourages local bicyclists and motorists of all ages to increase their knowledge on how to safely share local roadways.

PROCLAIMED THIS 2nd DAY OF MAY 2016.

Frank Saverino Sr. - Mayor

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager *TF*

THROUGH: Donald T. Bastian, Community Development Director *DB*

DATE: April 27, 2016

RE: **Agenda Item for the Village Board meeting of May 2, 2016**
PC/ZBA Case 16071, 3 Phase Line Construction, Inc. – 300 Westgate Drive, Special Use Permit for Outdoor Activities and Operations and Variations for Landbanked Parking

Robert A. Mattern is seeking approval of a Special Use Permit for outdoor activities and operations in the form of vehicle, equipment, and materials storage, and Variations to allow for the landbanking of required parking spaces and for the landbanked spaces to be on existing paved areas as opposed to in green space, for 3 Phase Line Construction, Inc., at 300 Westgate Drive. 3 Phase Line Construction specializes in the installation and maintenance of electric, gas, and telecommunication lines and systems, and proposes to occupy the entire building, with outdoor storage in the north and west parking lots when said items are not located at off-site job sites. Vehicles and equipment will be screened by a seven-foot tall slatted chain link fence and landscaping along the west property line. The applicant initially proposed barbed wire along the top of the fence; however, during discussions at the Plan Commission public hearing with both commission members and residents of the adjacent Fisher Farm subdivision in Winfield in attendance at the meeting, the applicant agreed to not install barbed wire on top of the fence to lessen its visual impact along the roadway and the residential properties to the west.

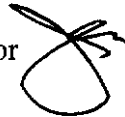
In addition, landbanked parking variations were requested to reduce required parking from 66 spaces to 36 parking spaces based on the limited number of employees. The remainder of the parking spaces will be occupied by the proposed outdoor storage. A variation was also requested to allow landbanked parking spaces to be provided on existing paved areas as compared to within landscaped areas as normally required per the Zoning Code, given the existing nature of the parking areas on the property.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on April 22, 2016. At its meeting on April 25, 2016, by a vote of 5-0, the PC/ZBA recommended approval of the Special Use Permit for outdoor activities and operations and for landbanked parking variations. The PC/ZBA recommendations were subject to the conditions in the April 25, 2016 staff report, specifically that the landbanked parking variations are granted to 3 Phase Line Construction only and will not “run with the land” given the distinctive characteristics of the business.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations in the form of vehicle, equipment, and materials storage, and Variations to allow for the landbanking of required parking spaces and for the landbanked spaces to be on existing paved areas as opposed to in green space, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Bob Mattern, 3 Phase Line Construction (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director 
DATE: April 26, 2016
RE: **Police Pension Fund Municipal Compliance Report**

Attached is the annual compliance report which was approved by the Police Pension Board at their meeting on April 22nd. This report and its contents are required annual disclosures to the Village Board as identified in Public Act 95-950 which became effective 8/29/08.

Much of the contents of this report were drawn from the Village's Comprehensive Annual Financial Report (CAFR) for the year ended April 30, 2015. This item should be placed on an upcoming Village Board agenda for receipt.

Village of Carol Stream, Illinois
Police Pension Fund

House Bill 5088 – Municipal Compliance Report

For the Year Ended

April 30, 2015

Village of Carol Stream, Illinois
Police Pension Fund

House Bill 5088 (Public Act 95-950) Municipal Compliance Report
For the Year Ended April 30, 2015

The Pension Board certifies to the Board of Trustees of the Village of Carol Stream on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Assets	\$41,605,958	\$38,835,173
Market Value	\$41,605,958	\$38,835,173

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts		
Employee Contributions		\$ 570,000

Estimated Receipts		
All Other Sources		
Investment Earnings		\$3,300,100
Municipal Contributions		\$1,705,946

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pension and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirement of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations		\$2,385,500
(b) Annual Requirement of the Fund as Determined by:		
Illinois Division of Insurance - Actuarial Report		\$1,723,033
Private Actuary		\$1,705,946

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

Village of Carol Stream, Illinois
Police Pension Fund

House Bill 5088 (Public Act 95-950) Municipal Compliance Report
For the Year Ended April 30, 2015

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	2,605,135	1,954,833
Assumed Investment Return		
Illinois Division of Insurance - Actuarial Report	6.75%	6.75%
Private Actuary	7.25%	7.25%
Actual Investment Return	5.33%	8.13%
5) The total number of active employees who are financially contributing to the fund:		
Number of Active Members		64
6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, (iii) survivors and children in receipt of benefits, and (iv) portability transfer:		
	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	26	\$1,751,457
(ii) Non Duty Disability Pension	2	\$ 93,819
(iii) Survivors and Child Benefits	2	\$ 85,479
(iv) Portability Transfer		\$
7) The funded ratio of the fund:		
	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Division of Insurance - Actuarial Report	69.0%	70.0%
Private Actuary	69.9%	70.9%

Village of Carol Stream, Illinois
Police Pension Fund

House Bill 5088 (Public Act 95-950) Municipal Compliance Report
For the Year Ended April 30, 2015

- 8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Division of Insurance - Actuarial Report	\$17,171,935
Private Actuary	\$16,758,477

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation dated based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy – See Attached

Please see Index of Assumptions attached

CERTIFICATION OF MUNICIPAL POLICE PENSION FUND
COMPLIANCE REPORT

The Board of Trustees of the Carol Stream Police Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this 22nd day of April, 2016

President



Date

4/22/2016

Secretary



Date

4/22/2016

Village of Carol Stream, Illinois
Police Pension Fund

House Bill 5088 (Public Act 95-950) Municipal Compliance Report
For the Year Ended April 30, 2015

INDEX OF ASSUMPTIONS

- 1) Total Assets – As Reported in the Audited Financial Statements for the Years Ended April 30, 2015 and 2014

Market Value – Same as above
- 2) Estimated Receipts – Employee Contributions as Reported in the 2015-2016 Annual Budget

Estimated Receipts - All Other Sources
Investment Earnings as Reported in the 2015-2016 Annual Budget

Municipal Contributions – Same as above
- 3) (a) Pay all Pension and Other Obligations – Total Expenses as Reported in the 2015-2016 Annual Budget.

(b) Annual Requirement of the Fund as Determined by:

Illinois Division of Insurance – Suggested Amount of Tax Levy as Reported in the Actuarial Valuation as of May 1, 2014.

Private Actuary – Tax Levy Requirement as Reported by Timothy W. Sharpe, Actuarial Valuation Report for April 30, 2015
- 4) Net Income Received from Investment of Assets – Investment Income(Loss) Net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2015 and 2014

Assumed Investment Return
Illinois Division of Insurance – Interest Rate Assumption as Reported in the May 1, 2014 and 2013 Actuarial Valuations.

Private Actuary – Interest Rate Assumption as Reported by Timothy W. Sharpe, Actuarial Valuation Reports for April 30, 2015 and 2014.

Actual Investment Return –As reported by Timothy W. Sharpe, Actuary.
- 5) Number of Active Members – Illinois Division of Insurance Annual Statement for April 30, 2015 – Schedule P
- 6) (i) Regular Retirement Pension – Illinois Division of Insurance Annual Statement for April 30, 2015 – Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed

(ii) Non Duty Disability Pension – Same as above

(iii) Survivors and Child Benefits – Same as above

Village of Carol Stream, Illinois
Police Pension Fund

House Bill 5088 (Public Act 95-950) Municipal Compliance Report
For the Year Ended April 30, 2015

(iv) Portability Transfer – Same as above

7) The funded ratio of the fund:

Illinois Division of Insurance – Percent Funded as Reported in the Actuarial Valuation Report dated May 1, 2014 and 2013


Private Actuary – Percent Funded as Reported by Timothy W. Sharpe for GASB Statements No. 25 & 27

8) Unfunded Liability:

Illinois Division of Insurance – Unfunded Accrued Liability as Reported in the May 1, 2014 Actuarial Valuation.

Private Actuary – Unfunded Liability as Reported by Timothy W. Sharpe, for GASB Statements No. 25 & 27

Village of Carol Stream
Interdepartmental Memo

TO: Jon D. Batek, Finance Director
FROM: Barbara Wydra, Accounting Manager 
DATE: April 19, 2016
RE: Invoices outstanding over 90 days as March 31, 2016

Listed below are invoices that are over 90 days past due. According to the Village code section 2-3-6, the Finance Director can write off as long as it is reported to the Village Manager. I have attached the section for your review.

<u>Invoice #</u>	<u>Date</u>	<u>Name</u>	<u>Service</u>	<u>Amount</u>
8156	07/15/14	Alaniz Landscaping	Hydrant use	<u>\$ 8.68</u>
			Total	<u>\$ 8.68</u>

The invoice for Alaniz Landscaping was for hydrant usage in May/June 2014. It is unlikely that Alaniz Landscaping will use hydrant water in the future.

Listed below are invoices that are over 90 days past due but need to have board approval to be written off.

<u>Invoice #</u>	<u>Date</u>	<u>Name</u>	<u>Service</u>	<u>Amount</u>
7742	07/11/13	Triple C Development	SMA Review	\$1,572.00
7775	08/08/13	Triple C Development	SMA Review	692.00
8041	04/02/14	Triple C Development	SMA Review	<u>5,033.50</u>
			Total	\$7,297.50
		Less: SMA Cash Deposit Received 9/27/13		<u>(4,000.00)</u>
		Total Amount to be written off		<u>\$3,297.50</u>

Triple C Development was for the Zippy's Car Wash to be located at 120 S. Gary Ave. The project was never completed and per Engineering they had suspended reviews for this project in April, 2014. Unfortunately these costs had already been incurred by the Village and passed through to the developer. After the subtraction for the cash deposit of \$4,000.00 currently being held, the remaining balance to be written off is \$3,297.50.

Please let me know how you want to proceed.

§ 2-3-6 PROCEDURE FOR BAD DEBT WRITE-OFF.

(A) All payments and debts due to the village and deemed uncollectible shall be reported to the corporate authorities in an annual report within 90 days after the conclusion of each fiscal year. If such debts or payments deemed uncollectible shall in any fiscal year amount to less than \$2,500 in the aggregate with no single amount in excess of \$500, the unpaid amount may be written off the books and records of the village as "bad debts" by administrative action. In such case, the amount "written off" shall be reported to the Village Manager. All payments or debts deemed uncollectible which shall in any fiscal year amount to an aggregate total of more than \$2,500 and any individual amount of more than \$500 may only be "written off" the books and records of the village by the Finance Director after such action is approved by motion of the corporate authorities.

(B) If the "write-off" is the result of a bankruptcy, the approval of the corporate authorities is not necessary and the amount written off shall be included in the report that is given to the Village Manager.

(Am. Ord. 99-03-21, passed 3-15-99)

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Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: April 27, 2016

RE: Carol Stream Fire Protection District - Geographic Information Systems (GIS) Data Sharing Agreement

The Carol Stream Fire Protection District DuPage County has made a request for the Village and the Fire District share GIS data for the benefit of each party. Previously we signed an agreement with DuPage County in 2013 to share our GIS data. There are no charges to either party in both agreements. Attached is the Agreement with the Fire District.

The Village and District desire to make each agency's GIS data available to the other for the benefit of the community. This Agreement establishes the terms under which the Fire District and the Village agree to share digital geographic data. The Agreement has been reviewed by Staff and the Village Attorney and found acceptable. Therefore, it's recommended the Village Board approve the Agreement to enter into a GIS data sharing agreement.

Cc: Marc Talavera, IT Director
William N. Cleveland, Assistant Village Engineer
Ana Grahovac, GIS Specialist

GEOGRAPHIC INFORMATION SYSTEM DATA AGREEMENT

This Agreement (the "Agreement") is made and entered into this ___ day of _____ (the "Effective Date"), by and between the Carol Stream Fire Protection District, an Illinois unit of local government (the "District"), and the Village of Carol Stream, an Illinois home rule municipality (the "Village") (individually "Party" and collectively "Parties") for the use and sharing of the data contained in the geographical information system ("GIS").

WHEREAS, the Village has developed a GIS Database, consisting spatial data (the "GIS DATA"); and

WHEREAS, the District has compiled certain GIS Data (the "GIS DATA") for its own purposes; and

WHEREAS, the District has requested to use the GIS Data for certain purposes related to its function as a fire protection district; and

WHEREAS, the Village and District, in the spirit of cooperation, desire to make each Party's GIS Data available, without charge, to the other Party for the purposes described in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of recitals. The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.
2. Official Purposes; Restrictions on Use.
 - a. For purposes of this Agreement, each Party represents and warrants that its use of the other Party's GIS Data shall be solely for official governmental purposes ("Official Purposes").
 - b. The Village and the District will take reasonable care to ensure that their respective employees or agents will have access to the GIS Data only to the extent necessary to perform their job responsibilities and will use that Data only for the Official Purposes. No GIS Data shall be used for any commercial, for-profit activity or product.
 - c. Access to each Party's FTP data servers shall be limited only to the internal staff of that Party or to an external person, agency or firm under contract with the Party that is providing a service that requires access to the GIS Data.
 - d. Any use, alteration, sale, dissemination, lease or transfer of the GIS Data, except as specifically provided in this Agreement, by either Party, or by their respective employees or agents, is strictly prohibited, and may result in immediate termination of this Agreement and such other legal remedies as are available.

e. Use of the GIS Data shall be subject to the following restrictions and limitations:

1. The receiving Party may display GIS data images on a public internet site map only and will not provide any access to the underlying map data.
2. GIS Data may be provided to a third person or agency only for the purpose of obtaining a service that requires the use of the GIS Data. Third persons are strictly prohibited from the sale or distribution of GIS Data beyond the scope of the service provided.
3. GIS Data shall not be used as a base for engineering design, establishing or reestablishing land boundaries, or as a substitute for an on-site survey for regulatory functions.
4. Map products may incorporate information received from the other Party, but may not consist exclusively of data received from the other Party. A citation shall be placed upon any map that includes information acknowledging the source and date of any GIS Data displayed.
5. Shared GIS Data shall be used in the format provided, without translation. The receiving Party shall not alter any GIS Data in any manner.

3. Data Provided.

- a. Each Party to this Agreement agrees to make available to the other Party certain GIS Data insofar as the distribution of the GIS Data is not confidential nor limited by licenses, proprietary ownership or cost sharing agreements. The Parties acknowledge that certain GIS Data may pose a local or national security risk if made available to the general public. Neither Party shall be required to provide such GIS Data to the other Party. If provided, each Party agrees not to sell, give, distribute or otherwise allow access to any sensitive GIS Data without the written approval of the other Party. Sensitive Data may include, but is not limited to employee information, criminal investigative data, and critical infrastructure components such as potable water storage and distribution, sanitary and storm sewer collection systems, etc.
- b. Both Parties agree to collaborate and develop processes and procedures to provide geospatial data that is useful, secure and inter-operable so that it can be obtained and shared effectively between the Parties.

4. Limited License to Use.

- a. Subject to the provisions of this Agreement, the Village grants the District a non-exclusive, non-transferable license to use its GIS Data only as specifically provided in this Agreement. The District acknowledges that the title, copyright and all other rights to the Village GIS Data shall remain with the Village. Neither the District nor any other authorized user shall have any right, title or interest in the Village GIS Data except as expressly described herein. The Village reserves the right, but has no duty or obligation,

to remove from the GIS Database and/or GIS Data any item or part of an item for which it no longer retains ownership rights, has reasonable grounds to believe infringes copyright or is unlawful, or is otherwise objectionable.

- b. Subject to the provisions of this Agreement, the District grants the Village a non-exclusive, non-transferable license to use of its GIS Data only as specifically provided in this Agreement. The Village acknowledges that the title, copyright and all other rights to GIS Data received from the District shall remain with the District. Neither the Village nor any other authorized user shall have any right, title or interest in the District GIS Data except as expressly described herein. The District reserves the right, but has no duty or obligation, to remove from the GIS Database and/or GIS Data any item or part of an item for which it no longer retains ownership rights, has reasonable grounds to believe infringes copyright or is unlawful, or is otherwise objectionable.
5. Disclaimer of Warranties. All GIS Data is provided "as is" to the other Party and without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights, or disclosure of confidential information. All responsibility, including any responsibility for determining accuracy, completeness, timeliness, merchantability and fitness for the appropriateness for use, rests solely on the user of such Data. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty or obligation for either Party to update any of the GIS Data or other information provided hereunder. EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE GIS DATABASE AND/OR TO ITS GIS DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Each Party acknowledges and accepts the limitations of the GIS Database and the GIS Data, including the fact that GIS Database and GIS Data are dynamic and in a constant state of maintenance, correction and update.
6. Indemnification.
- a. The District agrees to hold harmless and indemnify the Village, its officials, officers, agents, employees, representatives and affiliates, collectively and/or individually, and their respective heirs, successors and assigns, and to defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action, or proceeding brought by any third party against the Village, its officials, officers, agents, and employees, or any representative or affiliate of the Village, collectively and/or individually, in any way arising out of or incident to the performance or nonperformance of this Agreement by the District or its officers, agents or employees. To the extent that the Village incurs administrative costs, including reasonable attorneys' fees, during the Village's defense of any claim, the District shall reimburse the Village for all such expenses.
 - b. The Village agrees to hold harmless and indemnify the District, its officials, officers, agents, employees, representatives and affiliates, collectively and/or individually, and

their respective heirs, successors and assigns, and to defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action, or proceeding brought by any third party against the District, its officials, officers, agents, and employees, or any representative or affiliate of the Village, collectively and/or individually, in any way arising out of or incident to the performance or nonperformance of this Agreement by the Village or its officers, agents or employees. To the extent that the District incurs administrative costs, including reasonable attorneys' fees, during the District's defense of any claim, the Village shall reimburse the District for all such expenses.

7. Limitation of Liability.

- a. The District EXPRESSLY AGREES THAT NO OFFICIAL, OFFICER, AGENT, EMPLOYEE, REPRESENTATIVE OR AFFILIATE OF THE VILLAGE, OR THEIR RESPECTIVE HEIRS, SUCCESSORS, OR ASSIGNS SHALL BE LIABLE, WHETHER INDIVIDUALLY, PERSONALLY OR OTHERWISE, TO THE VILLAGE OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE HEIRS, SUCCESSORS, OR ASSIGNS, FOR ANY LOSS OR CLAIM, OR IN THE EVENT OF ANY DEFAULT OR BREACH BY the District UNDER THIS AGREEMENT, OR ANY INACCURACY OF THE GIS DATABASE OR GIS DATA, INCLUDING BUT NOT LIMITED TO ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOOD WILL, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS DATABASE OR ANY GIS DATA.
 - b. The Village EXPRESSLY AGREES THAT NO OFFICIAL, OFFICER, AGENT, EMPLOYEE, REPRESENTATIVE OR AFFILIATE OF THE DISTRICT, OR THEIR RESPECTIVE HEIRS, SUCCESSORS, OR ASSIGNS SHALL BE LIABLE, WHETHER INDIVIDUALLY, PERSONALLY OR OTHERWISE, TO THE VILLAGE OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE HEIRS, SUCCESSORS, OR ASSIGNS, FOR ANY LOSS OR CLAIM, OR IN THE EVENT OF ANY DEFAULT OR BREACH BY the Village UNDER THIS AGREEMENT, OR ANY INACCURACY OF THE GIS DATABASE OR GIS DATA, INCLUDING BUT NOT LIMITED TO ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOOD WILL, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS DATABASE OR ANY GIS DATA.
8. Compliance with Subpoena or Order of Court. Notwithstanding anything to the contrary in this Agreement, either Party may comply with any valid subpoena, order of a court of competent jurisdiction or valid administrative subpoena for the production of GIS Data or any portion thereof in its possession, but shall give the other Party fourteen (14) days written notice prior to its compliance with such subpoena or order.

9. Compliance With Laws. The Parties, and their respective officers, employees and agents shall comply with all applicable federal, state, county and municipal laws and ordinances.
10. Terms and Extensions. This Agreement is effective for the term or one (1) year from the Effective Date. It will be extended automatically for terms of one (1) year, unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the expiration of any term. Notwithstanding anything to the contrary in this paragraph, either Party may terminate this Agreement without cause at any time upon written notice to the other Party. Upon termination each Party agrees to destroy any copy of the other Party's GIS Database or GIS Data in its possession.
11. Applicable Law. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Du Page, Illinois.
12. Notice. All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, property addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

The Village:

Village of Carol Stream
50 North Gary Avenue
Carol Stream, Illinois 601
(847) 392-6000

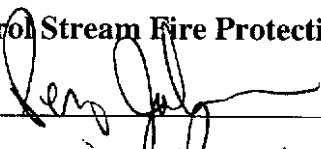
Carol Stream Fire Protection District:

13. Assignment. Neither Party shall have the right to assign any rights or obligations under this Agreement without the prior written approval of the other Party.
14. Benefit Of Contracting Parties. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this Agreement shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village, the District, and/or any of their officials, officers and/or employees.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
16. Invalidity Of Agreement. If any provision of the Agreement is found to be illegal, invalid or void, the remaining provisions shall not be impaired and the Agreement shall, to the extent reasonably practicable, be interpreted to give effect to the Parties' intent.
17. Paragraph Headings. The paragraph headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.
18. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original.
19. Authority To Execute. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.
20. Survival. In addition to the provisions in paragraphs 5 (Disclaimer of Warranties), 6 (Indemnification), and 7 (Limitation of Liability), of the Agreement that specifically provide for survival upon termination or expiration, any provisions which require performance subsequent to the termination or expiration of the Agreement or which restrict or limit the use of the GIS Data shall also survive such termination or expiration.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective authorized representatives as of the Effective Date.

Carol Stream Fire Protection District

By:  _____

Printed Name: Kerry Johnson

Title: CAO

Village of Carol Stream


By: _____

Printed Name: _____

Title: _____

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: April 27, 2016

RE: 2016-17 Geographical Information System (GIS) Services –
Northern Illinois University (NIU) Award of Contract

Since 2004 the Village of Carol Stream has been using the services of NIU interns to perform various tasks associated with the GIS. Their services were envisioned as a progressive ongoing project whereby the Village would further integrate GIS capabilities into the organization. Over the last few years the interns were almost exclusively used for maintaining the system, with few initiatives being undertaken. Recently the Village Board adopted a goal to accelerate and incorporate enterprise wide GIS applications. The Village has committed to this endeavor by budgeting over \$184,000 per year including \$34,000 for a NIU GIS intern and \$150,200 for GIS Consortium (GISC) services in FY17.

The NIU GIS intern's previous responsibilities have shifted from primarily maintaining the GIS to being a support to our GISC service provider (MGP, Inc.). MGP will direct the activities of the GIS interns.

NIU has provided us with a contract that provides 1,820 GIS intern hours for \$33,828.00 which is below the budget amount of \$34,000. See attached. Staff has reviewed the contract, found it acceptable and recommend award of the contract to NIU for \$33,828.00.

Cc: Marc Talavera, IT Director
Robert Mellor, Assistant Village Manager
William N. Cleveland, Assistant Village Engineer
Ana Grahovac, GIS Specialist

Price Quotation Agreement

**Department of Geography
Principal Investigator: Ryan James
Northern Illinois University
DeKalb, IL 60115
Phone: 815-753-1581**

Date: 4/27/16

**To: Mr. Jim Knudson
Village of Carol Stream**

Description of research to be performed:

See attached scope of work – Attachment A

Dates: 5/1/16 – 4/30/17

Price: \$33,828.00

ACCEPTANCE OF WORK AND PRICE QUOTATION. CONDITIONS ATTACHED

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

VILLAGE OF CAROL STREAM

By: *Kellie M. Dyslin*
Name: Kellie M. Dyslin
Title: Acting Assoc. Director,
Date: 4/27/16

By: _____
Name: _____
Title: _____
Date: _____
EIN #: _____

(If an EIN is not available, please attach W-9.)

Payment. The Sponsor agrees to pay the University the fixed sum of \$33,828 for the performance of this work. Payments are to be made in accordance with the following schedule:

- i. Upon execution: 50% (\$16,914)
- ii. Thereafter, as follows: the remaining 50% (\$16,914) within thirty (30) days of delivery of the final product

Checks are to be made payable to Northern Illinois University and sent to:

Sponsored Programs Administration
203 Lowden Hall
Northern Illinois University
DeKalb, Illinois 60115
RE: SPA# 13-447.03

1. **Proprietary Data.** The University's acceptance and use of any proprietary data which may be supplied by the Sponsor in the course of Research shall be subject to the following:
 - (a) The data must be marked or designated in writing as proprietary to the Sponsor.
 - (b) The University retains the right to refuse to accept any such data that it does not consider being essential to the completion of the Research or which it believes to be improperly designated, or for any other reason.
 - (c) Where the University does not accept such data as proprietary, it agrees to exercise its best efforts not to publish or otherwise reveal the data to others outside the University without the permission of the Sponsor, unless the data has already been published or disclosed publicly by third parties or is required to be disclosed by a court of law.
2. **Termination.** This project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the Sponsor, the University will be reimbursed for all costs incurred and all non-cancellable commitments. In the event of termination by the University, any unexpected or unobligated balance of funds advanced by the Sponsor shall be refunded to the Sponsor.
3. **Use of the name of the University.** The sponsor shall not make use of the existence of the Agreement, nor the results of the investigations conducted hereunder, nor the use of the University's name or any member of its staff for publicity or advertising purposes, except with the consent of and to the extent approved by Northern Illinois University Office Sponsored Programs Administration as given by its Director.
4. **Publications and Copyrights.** The University or its employees shall be free to publish papers dealing with the results of the Research under this agreement. The Sponsor shall be given full credit and acknowledgement for the support provided to the University in any publication resulting from the Research. Original research data shall belong to the University. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of the Research, shall remain with the University or the named individual researcher, provided that the University shall grant to the Sponsor an irrevocable royalty-free, nonexclusive right to reproduce, translate, and use all such copyrighted material for its own purpose.

5. Warranties and Indemnification. The university makes no representations or warranties, express or implied, regarding its performance under this agreement, including but not limited to the marketability, use or fitness for any particular purpose of the project results developed under this agreement, or that such results do not infringe upon any third party's property rights. The SPONSOR agrees to indemnify and hold harmless the UNIVERSITY and its employees and agents against any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages and liabilities asserted by third parties arising from the SPONSOR'S use of said results.

Attachment A Scope of Work

Attached is a scope of work for the proposed contract between Northern Illinois University and Village of Carol Stream Geographic Information System (GIS) Design and Implementation program. Northern Illinois University has been supplying a student worker and project oversight to the Village of Carol Stream for a number of years to assist in the design and implementation of GIS for the Village. This budget outlines the costs to continue the program from May 1, 2016-April 30, 2017, under the supervision of Dr. Ryan James. This fixed sum will allow for 2 student workers for 14 weeks in the summer semester; in the academic year, there will be two students as well – one for 15 hours/week and another for 20 hours/week. During this time period, the student worker, Dr. James, and the summer extra help will provide the Village of Carol Stream with GIS database updating and management, data migration, map generation for immediate use and long term planning projects, as well as engage in GIS-based spatial analysis to aid policy formulation and administrative management for Carol Stream. Dr. James will visit the Village three times during the year (once each semester) to monitor work flows and student performance, as well as to provide additional GIS guidance.

Attachment B

Budget

Personnel


Summer Extra Help (May 1, 2016 – August 15, 2016)

2 students for 20 hrs/week for 14 weeks in the summer @ \$14/hour	\$7,840
1 student for 15 hours/week, for 36 weeks in the academic year @ \$13/hour	\$7,020
1 student for 20 hours/week, for 36 weeks in the academic year @ \$14/hour	\$10,080
Extra-help fringe benefits	\$1,908
Total Direct Costs	\$26,848
Indirect Costs	\$6,980
Total Project Costs	\$33,828

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: April 27, 2016

RE: Award of Contract for Professional Services –
ADA Self Evaluation

Title II of the Americans with Disabilities Act requires that the Village have a Transition Plan to insure that all barriers to accessibility within the public right of way are identified, to prioritize actions to address the barriers and provide a schedule for completing the physical improvements. An essential piece of the Transition Plan is the self-evaluation. The self-evaluation is the most time consuming piece of the Transition Plan as it consists of inspecting and recording certain data for each segment of sidewalk or multi-use path, each crosswalk and each curb ramp within the Village's right of way.

Over the past few years the Public Works Department has contracted with Safe Step to provide a survey of trip hazards and to provide precision concrete cutting to repair sidewalks with trip hazards to ADA compliance throughout portions of the Village's Right of Way. In addition to providing trip hazard repairs Safe Step can also perform the self-evaluation. In preparation for this project Safe Step provided a set of test data to insure the data conforms to the requirements of the self-evaluation. MGP also verified that the test data can be incorporated into a GIS layer for tracking and displaying to the public.

Safe Step has provided a proposal to perform the self-evaluation in each of the six zones designated by Public Works. See attached proposal. Safe Step will perform the evaluation in two zones per year at a maximum not to exceed cost of \$14,750.00 per zone, \$29,500 per year and totaling \$88,500 for the three-year period. A total of \$96,000 was budgeted for the three-year period. Based on the Consultant's satisfactory past experience performing a Village survey of trip hazards for Public Works and interviews performed by Village Staff, we find the Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services. Engineering staff therefore recommends the approval of the Agreement for Professional Services to provide the self-evaluation for the Transition Plan required by the Americans with Disabilities Act in the amount not to exceed \$88,500.00 over a three-year period subject to final attorney review and approval.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Bill Cleveland, Assistant Village Engineer
Adam Frederick, Civil Engineer II

PROFESSIONAL SERVICES AGREEMENT

Sidewalk Condition Assessments and Americans with Disabilities Act (ADA) Inventories Project ADA Transition Plan Self-Evaluation Services For The Village of Carol Stream

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Consultant")

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into a Agreement to formalize their relationship; and

WHEREAS, the Village requested a proposal (hereinafter referred to as the Request for Proposal or RFP), from the Consultant to perform professional engineering services for conducting the self-evaluation of the ADA Transition Plan including but not limited to inspecting and recording certain data for each segment of sidewalk or multi-use path, each crosswalk and each curb ramp within the Village's right of way for the Sidewalk Condition Assessments and ADA Inventories Project (Project); and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and, after negotiations, Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon the Consultant's past satisfactory experience conducting a Village survey of trip hazards for Public Works and interviews performed by Village Staff, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved Capital Improvement Program (CIP) budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Proposal (Services) shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Proposal promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

B. TIME OF PERFORMANCE

The Consultant shall provide the professional engineering services for conducting the self-evaluation of the ADA Transition Plan by October 31, 2018. Two zones shall be completed by October 31st of each year. The two zones to be evaluated each year shall be determined by the Village. If requested, the Village may at its sole discretion elect to extend milestones and completion dates if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

D. COMPENSATION

The Village shall pay the Consultant in accordance with ATTACHMENT #1 (Financial Parameters of the Consultant's Proposal) of the Agreement for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Services. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred.

E. RECORDS

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and

outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

F. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

G. TERMINATION

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;

- c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Services are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds - This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in construction of a project or provided services, Consultant shall be obligated to correct any and

all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

I. CHANGES, AMENDMENTS, MODIFICATIONS

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Services to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

J. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

K. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

L. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in replying to this RFP.

N. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

P. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

Q. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

R. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS - 720 ILCS 5/33E-1

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section

33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

Y. DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

Z. INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

AA. NON-COLLUSION

By submission of this Proposal, the Consultant certifies that:

1. This Proposal has been independently arrived at without collusion with any other consultant or with any competitor or potential competitor;
2. This Proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the award of the contract Agreement for this Project, to any other consultant, competitor, or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a proposal or to fix overhead, profit, or cost element of said proposal, or that of any other or to secure any advantage against the Village;
4. The person, signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth

thereof, such penalties being applicable to the Consultant as well as to the person signing in its behalf;

5. By this signing Proposal on behalf of the Consultant, he deposes and says that he is the party making the foregoing Proposal for the Project and that such Proposal is genuine and not collusive and that all stats herein are true.

BB. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

CC. AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

DD. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

EE. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. This rating requirement shall be waived for Worker's Compensation coverage only.
3. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any subconsultant to commence work on his

subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

4. Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
5. Commercial General Liability Insurance: The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
6. Insurance Covering Special Hazards: Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of

\$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

8. Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

FF. COMPLETE AGREEMENT

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

GG. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: James Knudsen
 Village Engineer
 Village of Carol Stream
 500 North Gary Avenue
 Carol Stream, IL 60188
 engineeringervices@carolstream.org

If to Consultant:

HH. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement together with the Consultant's Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement, excluding the Consultant's Proposal; second priority shall be given to the provisions of the Consultant's Proposal.

II. INTERPRETATION, ENFORCEMENT & DISPUTES

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in DuPage County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE

CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



PO Box 411 Hortonville, WI 54944

Contact: Rob Strauss
920-540-7414
rob@notrippin.com
www.notrippin.com

Monday, January 18, 2016

Adam Frederick
500 N Gary Avenue
Carol Stream, IL 60188

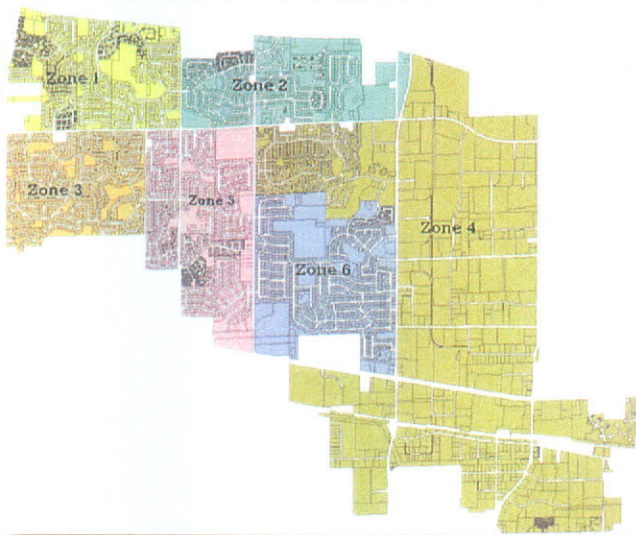
Adam,

Thanks for your interest in having Safe Step LLC provide a survey of the pedestrian facilities throughout the entire Village of Carol Stream. I have included a summary of the work and discussions we have had and a proposal to complete the survey throughout the entire village in a three year period.

Please review the summary and proposal and let me know if you have any questions, need additional information, or what to change any parameters.

Prior Discussions and Work Completed

- The Village approached Safe Step LLC about providing a PROWAG survey that would cover the pedestrian facilities of the entire village.
- Safe Step discussed with the village engineering department and GIS specialist to determine the specific data points to be recorded and the survey format to be provided.
- A small section of the village was surveyed and the data was submitted to the village to check for appropriateness of survey scope and GIS data compatibility.
- The Village confirmed that the data submitted in the sample survey imported well into their GIS system.
- The Village is asking for a proposal to complete a three year survey throughout the designated zones as shown on the map below.
- The survey will consist of inspecting all curb ramp locations and pedestrian walkways in the village.



The map on the left show the 6 zones as designated by the Village of Carol Stream.

There is approximately 165 miles of pedestrian walkway included in all 6 zones.



PO Box 411 Hortonville, WI 54944

Contact: Rob Strauss
920-540-7414
rob@notrippin.com
www.notrippin.com

Carol Stream PROWAG Survey Proposal # 160118

Monday, January 18, 2016

Adam Frederick
500 N Gary Avenue
Carol Stream, IL 60188

Thank you for the opportunity to serve you! Safe Step LLC proposes to survey the pedestrian facilities in the Village of Carol Stream based on the following:

The Village of Carol Stream will provide:

- Approval of the proposal and agreement of the parameters and criteria of the data points to be collected in the survey.

Safe Step will provide:

- A survey of all pedestrian walkways and curb ramps located in the Village.
- Survey of 2 zones per year and will complete the entire village in a 3 year period.
- Submission of all data collected in excel formatted spreadsheets compatible with the GIS system utilized by the Village and similar to the sample survey already submitted.
- A curb ramp summary with 28 distinct data points for each ramp location.
- A sidewalk section summary with 17 distinct data points for each sidewalk section.
- Ongoing communication with the Village to insure that any Village directed changes to the survey criteria or format is incorporated into the submitted survey data and spreadsheets.
- Scheduling of the on-site survey and completed report at a time as directed by the Village.

Financial Parameters:

The cost to collect all data and provide the GIS compatible report is as follows:

- All curb ramps included in the curb ramp summary report will be inspected, surveyed, and data recorded and submitted to the Village at a cost of **\$57.50 per intersection**.
- All sidewalks/pedestrian paths will be inspected, surveyed, and data recorded and submitted to the village at a cost of **\$32.50 per face block**. A face block is defined as the sidewalk segment that is on one side of the street and lies between 2 intersecting streets. If the sidewalk/pedestrian path is not adjacent to a village street and functions to connect residential or recreational areas, the cost will be **\$42.50 per 1000 linear ft. of sidewalk**.
- The maximum cost of the combined curb ramp survey and sidewalk section of any one particular village zoned area will not exceed **\$14,750.00**

If the proposal is acceptable, please sign, date, and return a copy via e-mail, fax, or to the address above.

Authorizing Acceptance of Proposal: _____ Date: ____/____/____

Thank you!

Rob Strauss
Safe Step Illinois Regional Manager

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Robert Mellor, Assistant Village Manager *R/m*

DATE: April 28, 2016

RE: **Contract for Basic Architectural Services and Approval of General Contract Conditions – Municipal Center Remodeling/Renovation/Expansion Project**

At the March 21, 2016 workshop to discuss the Municipal Center Remodeling/Renovation project you reviewed and gave direction on the preliminary design options presented by Williams Architects (W/A), reviewed preliminary funding options for the various construction models and reached consensus on a design option. Design Option 2 consisted of complete remodeling/renovation of the existing Municipal Center including excavation of the unexcavated basement level and construction of a second level over the existing administrative office areas. Staff and the Village Attorney were directed to work with Williams Architect on a proposal for a basic design services agreement for Village Board consideration in April. Staff and the Village Attorney have reviewed the draft architectural services agreement and negotiated changes in the interests of the Village.

Attached for your review is a copy of the Williams Architect proposal for basic design services for construction Option 2. The proposal is based on a total estimated project budget of \$13,100,000 - \$15,650,000 including consultant fees and all purchases related to construction. The attached proposal from Williams Architects for basic services (Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration) is \$840,000 or approximately 7.9% of total construction only costs of \$10,600,000¹. W/A has subsequently agreed to reduce their fee percentage from 7.90% to 7.75%. The proposal contemplates construction taking place in 2 phases to allow Village operations to continue in one part of the building while other areas are being renovated. The added cost for phasing the project is approximately \$358,800 (\$50,000 for construction management and \$308,800 for the 3% construction price escalation). Although this would allow for a quicker completion time, the construction and architect oversight cost savings would be somewhat offset by moving and office rental costs. Another option would be to vacate the building completely to allow the contractor to finish the project in a single phase. This option will be more fully explored during the coming months.

¹ Notes: The total construction cost was determined by using the average total construction cost plus a 3% escalation to 2017. (Average of \$9,379,000 and \$11,207,707 = \$10,293,356 plus the average escalation of \$308,800 = \$10,602,157).

There are other costs not included in the basic services agreement. If we choose to use Williams Architect to perform these functions which, it is recommended that we do, the fees would be as outlined below:

- Interior Design: \$25,000 (**W/A has agreed to include these services in the basic architectural services agreement**)
- Furniture Design & Selection: \$45,000
- Design of Interior Signage: \$ 6,000 (**W/A has agreed to include these services in the basic architectural services agreement**)
- Measurement of existing floor plan layout – hourly, not to exceed \$10,000 (**W/A has agreed to include these services in the basic architectural services agreement**)
- Landscape Architecture, including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design) including drought tolerant options: Lump sum of \$6,000
- Design services for low voltage systems (Design through construction administration) including: Low Voltage communication wiring (for these and the phone and computer systems), access control, closed circuit TV and Audio Visual systems: Lump sum of \$21,000
- Interior furniture inventory of the condition of the existing furniture: a lump sum of \$5,000
- Civil Engineering: a lump sum not to exceed \$35,000 (or the Village may choose to engage its own CE).

These additional costs together total \$112,000 if we choose to include all of these services and would need to be included in the estimated project budget numbers. The proposal lists each phase of the project as a separately billable cost which allows the Village to only use those services it desires and suspend any future work in the event of exigent circumstances.

Additionally, the Village will need to retain the services of a cost consultant and construction manager to develop construction costs based on the design prepared by W/A. Construction management costs generally run between 2%-4% of total construction costs. The construction manager would act as the general contractor and be responsible for hiring subcontractors, scheduling work, preparing and submitting payout requests, reviewing lien waivers and generally overseeing the work in progress. Village staff, the architect, the cost consultant and the construction manager will begin at an early stage of the project to jointly review and come to a consensus on the total cost of construction. After the Village Board approves the basic architect services agreement staff will solicit proposals from and interview Construction Managers and Cost Consultants. A recommendation will be forthcoming on these recommendations.

Based on an executed agreement in May 2016, design documents are expected to be completed and project out to bid by early 2017. Commencement of construction could begin by late winter of 2017 or early spring of 2018 and substantial completion would be expected by the summer of 2018 based on a 2 phase construction process.

The Village Attorney and staff have reviewed the agreement and negotiated changes with the architect and their attorneys. The B103 Document is the standard American Institute of Architects (AIA) agreement between the Village (owner) and Williams Architects (architect). The A201 Document is the general conditions of the contract for construction. **Staff recommends the Village Board approve the basic architectural services agreement and general contract conditions with Williams Architects per terms of the attached agreements.** Mark Bushhouse will be in attendance at the Board meeting on Monday night and Jim Rhodes and I are available to answer any questions you may have.

Cc: Joseph E. Breinig, Village Manager
Department Heads



Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Village of Carol Stream - Village Hall and Police Addition and Remodeling

THE OWNER:

(Name, legal status and address)

Village of Carol Stream
500 North Gary Ave.
Carol Stream, IL 60188

THE ARCHITECT:

(Name, legal status and address)

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

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- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Contract to render initial decisions on Claims in accordance with Section 15.2.

§ 1.1.9 PRODUCT

The term "product" as used in the Contract Documents includes materials, systems and equipment.

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§1.1.10 PROVIDE

Where the word "provide" appears, it shall be taken and interpreted to mean "The Contractor shall furnish all labor, material, equipment and accessory appurtenances or materials necessary to install and complete the construction of the Project.

§1.1.11 The term "Site" refers to that portion of the property on which the Work is to be performed or which has been otherwise set aside for use by the Contractor.

§1.1.12 The term "Punch List" means, collectively, unfinished items of the construction of the Project, which unfinished items of construction are minor or insubstantial details of construction, mechanical adjustment or decoration remaining to be performed, the non-completion of which would not materially affect the use of the Project, and which are capable of being completed within thirty (30) days of Substantial Completion, subject to the availability of special order parts and materials.

§ 1.1.13 When the term Construction Manager is used in the Contract Documents, it shall mean the Contractor and the term Contractor shall mean the Construction Manager.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Large scale details on the Drawings shall take precedent over measurements. **§1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

(Paragraph deleted)

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

§ 1.2.4 Should discrepancies appear among the Contract Documents and existing conditions, the Contractor shall request an interpretation from the Architect before bidding. If the Contractor fails to make such a request, it is presumed that both provisions were included in the Bid and the Architect shall determine which of the conflicting requirements will govern. The Contractor shall perform the Work at no additional cost to the Owner in accordance with the Architect's determination.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.4.1 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- .1 Modifications to the Contract
- .2 The Contract
- .3 General Conditions of Contract as modified.

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In the event of a conflict between Drawings and Specifications, the more stringent, higher quality requirements shall be included. Details in drawings control over large-scale drawings.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

(Paragraph deleted)

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

(Paragraph deleted)

§ 2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Site of the Project, and a legal description of the Site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

(Paragraphs deleted)

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the

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Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 The Contractor must carefully study and compare the Contract Documents among themselves and further compare the Contract Documents with any other information furnished by the Owner before commencing Work at the Site and at frequent intervals during its progress. The Contractor shall promptly report to the Owner any nonconformity discovered or made known to the Contractor.

§ 3.2.3 The Contractor must take field measurements and verify Site conditions, and must carefully compare such field measurements and Site conditions and other information known to the Contractor with the Contract Documents, before ordering any material or doing any Work at the Site. The Contractor shall promptly report to the Owner any nonconformity discovered or made known to the Contractor.

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the

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Owner or its designees acting in the capacity of building code inspectors, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.6 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.7 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.8 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Section 3.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Contractor determines that such means, methods, techniques, sequences and procedures may not be safe, the Contractor shall give immediate written notice to the Owner and the Architect and shall not proceed with that portion of the Work without written instruction by the Owner. The Contractor is responsible for completion of the Work in full compliance with all with applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.

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

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the Site.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that the Work will be free from defects or faults, and in conformance to the Contract Documents. The warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Liability or refusal of the Subcontractor or supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's warranty.

§ 3.5.2 The Contractor shall furnish maintenance and 24-hour callback service for the equipment provided by it for a period of three (3) months after completion and acceptance of the Work. The service shall include regular examinations of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents, or negligence not caused by the Contractor or any of its subcontractors.

§ 3.6 TAXES

§ 3.6.1 The Owner enjoys tax exempt status as an Illinois municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. Contractor will pass on all savings for the tax-exempt status to the Owner. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

§3.6.2 The Contractor will require all Subcontractors and bidders to provide cost information for materials separate from other costs for labor, profit, overhead, etc. to allow the Owner to verify that no taxes are to be paid on material procurement and that such savings shall be passed on to the Owner.

§3.6.3 The Contractor will maintain all records, invoices, receipts, or other accounting data regarding material purchases and will allow, upon written request of the Owner and within a reasonable time frame after receipt of such request, the Owner to audit such records to verify tax savings. If an audit reveals taxes paid or savings not transferred to the Owner, the Contractor will be liable to the Owner for those amounts and the Owner may back-charge the Contractor for those amounts if a balance of funds due and payable remains at the time of such discovery.

.1 The Contractor will require all Subcontractors of any tier maintain all records, invoices, receipts, or other accounting data regarding material purchases. The Contractor will collect such records with each application for payment it receives from its Subcontractors and shall maintain such records in the same manner and location as the Contractor's records.

.2 The Contractor will ensure its Subcontractors and any lower-tier Subcontractors include these obligations in their contracts and bind themselves in the same manner as Contractor is bound to the Owner.

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§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

(Paragraph deleted)

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

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, rules and regulations, or lawful orders of public authorities, or if the Contractor should have reasonably recognized, within construction industry standards, that such Work was performed contrary to applicable laws, statutes ordinances, rules and regulations or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction..

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

(Paragraph deleted)

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and

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communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent must provide his or her email address, cell phone number and pager number to Owner and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within twenty-one (21) days of the execution of the Contract, shall prepare and submit for the Owner's and Architect's approval, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Thereafter, the Contractor shall prepare and update the construction schedule on a monthly basis ("Current Construction Schedule"), if not more frequently at the Contractor's discretion, to be submitted to the Owner with each Application for Payment.

§ 3.10.2 The Contractor shall prepare a submittal schedule, within twenty-one (21) days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and Architect's approval. The Owner's and Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one copy of the Drawings, Specifications, Addenda, Construction Schedule. Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

§3.11.1 Plans and sections of all concealed work, particularly concealed piping and conduit and deviations from conditions shown on the Contract Documents, shall be shown and dimensioned on the "As Built" drawings. Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§3.11.2 The Contractor and his subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the work all such documents and information such as final shop drawings and sketches, marked prints and similar data indicating the "As Built" conditions. Plumbing, HVAC, and Electrical Contractors shall record all changes or deviations in their work from what appears on the Contract Documents. The reproducible transparencies of the Contract Documents

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shall be furnished by the Architect. The cost of recording and transferring the changes or deviations to the transparencies shall be included in the contract price for the respective work. The "As Built" transparencies shall be delivered by the Contractor to the Architect prior to the final acceptance of the project and issuance of final payment.

§3.11.3 The Contractor shall cause the Plumbing, Mechanical, and Electrical, subcontractors to provide the Contractor with the three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

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

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Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall specifically advise the Architect in writing, or on resubmitted Shop Drawings, Product Data Samples or similar submittals, of any revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, no approval of such resubmittal shall be given.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§3.12.11 After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions:

- .1 Required for compliance with interpretation of code requirements or insurance regulations then existing.
- .2 Unavailability of specified products through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 Manufacturer / fabricator refuses to certify or guarantee performance of specified product as required.
- .5 When it is clearly seen in the judgment of the Architect that a substitution would be substantially to the Owner's best interests in terms of cost, time, or other considerations.

Substitution requests shall be written, timely, and accomplished by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of material or equipment for which it is to be substituted, drawings, costs, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall waive all right of contribution and indemnify, hold harmless and defend the Owner and Architect and their respective officers, agents, employees and consultants from and against all claims, damages, losses and expenses of whatever type and nature, and including but not limited to attorneys' fees and economic damages, arising out of or resulting from performance of the Work or a failure to fulfill a specific responsibility under this Agreement, but only to the extent caused in whole or in part by the negligent, intentional or reckless acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

§ 3.18.2 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of this Section shall not be limited in anyway by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under any workmen's compensation act, disability benefits acts or other employee benefits acts.

§ 3.18.3 Claims, damages, losses or expenses, as these words are used in this Contract, shall be construed to include, but not be limited to, (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items or equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claims or in bringing an action to enforce the provision of this indemnity or any other

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indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the party being indemnified or its employees, agents or consultants.

§3.18.4 Only to the extent prohibited by the Illinois Contractor Contract indemnification for negligence per 740 ILCS 35 et seq., the indemnification obligations of contractor under this Contract shall not extend to the liability of Owner, any Owner's Representative, or the Architect, or their agents, consultants or employees arising out of their own negligence.

§3.19 WORKS BY TRADE UNIONS

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the Site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and Contractor shall endeavor to include the Architect in communications about matters arising out of or relating to the aspects of the Contract which involve the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner..

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and approval of the Owner.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the Site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations within 15 days after written request is made. .

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, if reasonably inferable from the Contract documents as being necessary to produce the intended results.

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

§ 4.3 Intentionally Deleted.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

§ 5.2.2 All subcontracts shall be in writing, and shall be assignable by the General Contractor to the Owner. The Contractor shall not contract with a proposed person or entity to whom the Owner has made and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no objection.

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

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§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

§ 5.4.2 Intentionally Deleted.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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(Paragraph deleted)

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.2.2 The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract

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Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractors or Sub-subcontractors overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal in accordance with this Section 7.2.2 without accepting the change proposal in its entirety.

§ 7.2.3 If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other non-disputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, after consultation with the Owner, has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 AGREED OVERHEAD AND PROFIT RATES

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead and profit at the following percentages of the cost attributable to the change in the Work;

- .1 Ten percent (10%) for Work by the Contractor not involving Subcontractors;
- .2 Five percent (5%) for Work by Subcontractors.
- .3 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

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- .4 For additional Work ordered as described above which will be executed by Subcontractors for the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for Work not involving subcontractors and five percent (5%) for Work by subcontractors. To the net subcontract amount, the Contractor may add five percent (5%).

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Contractor's Work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule without any claim for additional compensation.

§ 8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

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§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 8.3.3 The Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of Work.

§ 8.3.4 If the Contractor, but for a delay not within the Contractor's control, would have completed prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such Application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers and affidavits and shall reflect retainage if provided for in the Contract Documents. The Contractor shall submit a signed certification with each Application for Payment stating that all insurance required by the Contract Documents to be maintained by the Contractor remain in full force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

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

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. However, this paragraph will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the subcontract.

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

(Paragraph deleted)

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

§9.3.4 Each partial payment request shall be made on or about the tenth (10th) day of each month and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the Site up to the first day of that month, less the aggregate of previous payment in each case.

§9.3.5 A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien Act. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

§9.3.6 Provided that there are no outstanding liens or claims, and that, in the opinion of the Owner, the previous work has been done properly and is on schedule for completion of construction, and the unpaid balance in each case is sufficient to complete the unfinished work upon fifty percent (50%) completion of each trade line item, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for ninety-five percent (95%) of the value of the completed Work, the retainage thus being reduced to five percent (5%).

§9.3.7 Upon giving ten (10) days in writing to the Contractor, the full contract retainage may be reinstated and the retention restored to the basis established in paragraph 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§9.4.3 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors, and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanic's Lien Act and showing in detail the sources of all labor and materials used and contracted to be used on the job, including names and addresses of subcontractors and material suppliers; amounts paid and remaining due to each; together with all other documents as shall, in the Owner's and Architect's judgment, be necessary to waive all claims of liens to date and comply with all applicable state and local laws. Notwithstanding any other provision in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After approval, the Owner shall make payment in accordance with the Prompt Payment Act.

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

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. Notwithstanding Section 4.2.4, the Contractor, the Architect and Subcontractor may communicate directly on the matters covered by this paragraph.

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

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

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

(Paragraph deleted)

§ 9.7 FAILURE OF PAYMENT

(Paragraph deleted)

Intentionally Deleted.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's Punch List, which is not sufficiently complete in accordance with the Contract

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Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion for approval by the Owner that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion has been approved for occupancy by the Architect and authorized by public authorities having jurisdiction over the Project.

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

§ 9.9.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents nor affect the Date of Substantial Completion or the commencement of any warranty.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3

§ 9.10.2 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete..

§ 9.10.3 Sections 9.10.3 is amended in its entirety to read: Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Architect:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on such other form as may be prescribed by the Owner;

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- .2 a release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier, accompanied by an Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by the Owner;
- .3 a certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .5 consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;
- .6 other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- .7 a certified building location survey and as-built site plan in the form and number required by the Contract Documents; and
- .8 Record Documents as provided in Section 3.11 and return of Contract Documents as provided therein.

§ 9.10.4

(Paragraphs deleted)

If the Contractor is unable to secure from any Subcontractor or supplier a release or waiver required under the Contract, the Contractor must furnish a bond satisfactory to the Owner to indemnify the Owner and any co-obligees under the bond against any lien or claim from such Subcontractor or supplier. The Contractor must also indemnify the Owner for all costs incurred by the Owner in removing, discharging or otherwise settling all Subcontractor or supplier liens or claims, including all personnel and consultant costs and reasonable attorneys' fees.

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

§9.11 BACKCHARGES

The Owner shall be entitled to backcharge the Contractor for amounts charged by the Architect to the Owner for any Architect's Additional Services resulting from or due to Contractor's failure to comply with the Contract Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. U. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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(other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events within twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Illinois and that has at least an "A-VII" rating as defined in Best's Key Rating such insurance as required in the Contract Documents and as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or a Subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than the limits of liability specified in the Contract Documents. All coverage shall be written on an occurrence basis only and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment

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(Paragraph deleted)

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§11.1.5 Certificates of Insurance for the above coverages shall be submitted to the Architect and Owner for transmittal to the Owner prior to the start of construction. Contractor's certificates shall be in duplicate on standard Accord forms. Coverages for the insurance required herein shall be rated A-: VII for better by A.M. Best & Company.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Illinois and that has at least a "A-VII" rating as defined in Best's Key Rating, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the Site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on Site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

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§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraph deleted)

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 Intentionally Deleted.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

Notwithstanding any other provision in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier may have against the Contractor, any subcontractor of any tier, or any of their employees, agents, officers or directors.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 Intentionally Deleted.

§ 11.3.10 Intentionally Deleted.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish performance security for the Work. All contracts shall require a Performance and Labor and Material Bond written on A.I.A. Document A312 covering the faithful performance by the Contractor of the Work specified in accordance with plans and specifications and according to the time and terms and conditions of the contract, and also that the Contractor shall properly pay all debts incurred by him in the prosecution of the Work, including those for labor and materials furnished. The cost of each bond shall be included in the Contract Sum. The amount of the bonds shall be equal to one hundred percent (100%) of the Contract Sum. The Contractor shall include in bonds provisions, as well as guarantee faithful performance of the prevailing wage provisions of the contract. Bonds shall be written by surety approved by Owner with a minimum rating of A- in

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A.M. Best's Insurance Guide, current edition. The Company must also be licensed in the State of Illinois. Bonds shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

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

§11.4.3 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the agreement is entered into, or if the Work is to be commenced prior thereto in response to a Letter of Intent, the Contractor shall, prior to the commencement of the Work, submit the evidence satisfactory to the Owner that such bonds will be furnished.

§11.4.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§11.4.5 All insurance coverage provided by insurance companies having policyholder ratings no lower than "A" and financial ratings no lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

§11.5 Additional Insured Requirements

§11.5.1 The Owner, and Architect and their officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained by the Contract Documents. All insurance required of the Contractor and all Subcontractors of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to claims arising out of operations performed by or on their behalf. If the Additional Insureds have other insurance which is applicable to the loss, it shall be on the excess or contingent basis.

§11.5.2 The Contractor shall require that every Subcontractor of any tier obtain insurance of the same character as the Contractor, naming the same Additional Insureds as the insurance required of the Contractor. Before the commencement of any Work by any Subcontractor of any tier, the Contractor shall obtain and furnish the Owner and the Owner's representative with Certificates of Insurance naming the Owner, the Owner's representative, and all of their officers, directors, commissioners, officials, employees, consultants, volunteers and agents, as Additional Insureds on the insurance required to be obtained by each Subcontractor of any tier. The Contractor shall also submit a certification, signed by each Subcontractor of any tier, with each Request for Payment, stating that all required insurance is in force for each and every respective Subcontractor of any tier. Failure to submit such a certification signed by all Subcontractors shall be grounds to withhold payment in full or in part.

§11.5.3 All insurance required of the Contractor and all Subcontractors of any tier shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, directors, commissioners, officials, employees, consultants, volunteers, or agents.

§11.5.4 All insurance required of the Contractor and all Subcontractors of any tier shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§11.5.5 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- a. allowing any work to commence by the Contractor or any Subcontractor of any tier before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor or any Subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or

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- d. issuing any payment without receipt of a sworn certification from the Contractor and all Subcontractors of any tier stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by the General Conditions as amended is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Owner. Contractor shall also protect the Owner by specifically incorporating this Paragraph into each subcontract entered into and also requiring that every Subcontractor incorporate this Paragraph into each sub-subcontract it enters into.

§11.5.6 Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or either of their respective insurance carriers. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, or any Subcontractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the Contractor's or any Subcontractor's insurance.

§11.5.7 The Contractor shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 Intentionally Deleted.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligation under 3.5, if, within one year after the date of Substantial Completion of the Work, the Contractor shall correct Work promptly after receipt of written notice from the Owner to do so. The one year period for correction of the Work shall not waive any warranty rights of the Owner. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor for that Work.

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Illinois. Any action brought with respect to the Contract shall be brought only in the Circuit Court of Du Page County, Illinois..

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. Notwithstanding any of the provisions of this paragraph, however, the Owner may assign the Contract to an affiliated entity without the consent of the Contractor.

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

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such

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procedures. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's or consultant's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 Contractor shall account for all materials, equipment and labor entering into the Work and must keep such full and detailed records as may be necessary for proper financial management pursuant to the Contract Documents for a period of five (5) years after final payment. Furthermore, the Owner has the right to examine the Contractor's and its Subcontractors' and suppliers' records directly or indirectly pertaining or relating to the Work or the Contract and the Contractor must grant the Owner access to and an opportunity to copy such records at all reasonable times during the Contract period and for five (5) years after final payment.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor

(Paragraphs deleted)

has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

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

§ 14.1.3 If one of the reasons described in Section 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit. The amount the Contractor is entitled to recover, pursuant to this paragraph shall be subject to the provisions of Section 7.5.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract for cause if the Contractor:

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 Fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- .5 Anticipatorily breaches or repudiates the Contract;
- .6 Fails to make satisfactory progress in the prosecution of the Work required by the Contract or the Project Schedule; or
- .7 Endangers the performance of this Contract

§ 14.2.2

(Paragraphs deleted)

The Owner may terminate the Contract, in whole or in part, whenever the Owner determines that sufficient grounds for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written notice to cure the default. If the default is not cured within seven (7) days, the termination for default is effective on the date specified in the Owner's written notice, subject to any rights of the surety. However, if the Owner determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs incurred by the Owner to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification..

§ 14.2.3 Section 14.2.3 is amended in its entirety to read: Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Contractor and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

§ 14.2.4 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance including actual or Liquidated Damages, exceeds the costs of completing the Work, including compensation for the Owner's and the Architect's or Consultant's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract

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§ 14.2.5 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor agrees that Owner may petition the Bankruptcy Court to lift the Automatic Stay and agrees to permit Owner to terminate the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall not include profit. No adjustment shall be made to the extent

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

§14.3.3 Any adjustment made in the Contract Sum pursuant to paragraph 14.3.2 shall be subject to the provisions of paragraphs 7.3.6.1 through 7.3.6.5. Overhead shall be allowed to the extent of one-half (1/2) the percentage given in paragraph 7.5.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract, in whole or in part, for the Owner's convenience and without cause. Termination by the Owner under this paragraph shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Contractor, and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders.

§ 14.4.3 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
- .4 Overhead and profit on the foregoing not to exceed ten (10%) percent.

The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated. The Contractor will not be compensated for the cost of any idled employees. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Subsection 14.4.3 as a consequence of the Owner's termination of the Contract for convenience. The

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Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.3.1, 14.4.3.2, 14.4.3.3 and 14.4.3.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract

§14.4.4 Allowances shall be made for payment previously made to the Contractor for the terminated portion of the Work, and claims which the Owner has against the Contractor under the Contract, and for the value of materials, supplies, equipment or other items that are part of the cost of the Work to be disposed of by the Contractor.

§14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Time Limits on Claims. Claims by either party must be initiated by written notice to the other party and to the Initial Decision Maker within 7 days after occurrence of the event giving rise to such Claim whether or not any impact in money or time has then been determined. Claims must be initiated by written notice to the Architect and the other party. Failure to comply with the literal language of this provision shall deprive any court of jurisdiction to consider Contractor's claim.

As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred.

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

§ 15.1.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within seven (7) days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4. The Site conditions contemplated by this Subparagraph include, but are not limited to, materials containing asbestos, polychlorinated biphenyl (PCB), or hazardous materials.

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§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

(Paragraphs deleted)

§ 15.1.6

(Paragraphs deleted)

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1.

§ 15.1.7 Articles 15.1.5 and 15.1.6 are not intended to, and shall not, create any additional grounds upon which the Contractor shall be entitled to an increase in the Contract Sum beyond those grounds provided elsewhere in this Contract. Also, in no event shall the Contractor make a claim for additional costs resulting from any delays in the Progress of the Work.

§ 15.1.8 Claims for Additional Time

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

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

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

§ 15.1.10 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 15.1.10.1 The Contractor agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

(Paragraphs deleted)

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

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

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

§ 15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both.

(Paragraphs deleted)

§15.2.6 A decision by the Initial Decision Maker shall not constitute a waiver by either party to have a claim resolved through judicial decision as provided herein.

§ 15.2.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes or other matters arising out of or relating to the Contract, except those expressly waived herein, may be subjected to mediation by agreement of the parties.

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

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

(Paragraphs deleted)

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

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(Paragraph deleted)

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

(Paragraph deleted)

§ 15.3.6 A decision by the Initial Decision Maker shall not constitute a waiver by either party to have a claim resolved through judicial decision.

(Paragraph deleted)

§ 15.3.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

(Paragraph deleted)

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

(Paragraph deleted)

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

§16.1 EQUAL OPPORTUNITY

§16.1.1 The Contractor shall maintain policies of employment as follows: The Contractor and all subcontractors shall not discriminate against any employee or application for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.

§16.1.2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Contractor shall also and in addition to the provision set out in this Article 16, remain in compliance with Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*) and the Illinois Human Rights Act Article IL Employment (775 ILCS 5/2-101 *et seq.*)

§16.1.3 All Contract for Work herein are subject to the provisions of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§17.1 SEXUAL HARASSMENT POLICY

§17.1.1 Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) ("Rights Act"), all Contractors and subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

- .1 a statement of illegality of sexual harassment;
- .2 the definition of sexual harassment under Illinois law;
- .3 a description of sexual harassment utilizing examples;
- .4 an internal complain process, including penalties;
- .5 the legal recourse, investigative and complaint process available through the Illinois Department of Human

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- Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- .6 directions on how to contact the Department and the Commission; and
 - .7 protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Owner that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the Work. A violation of Section 2-105 is cause for the immediate cancellation of this contract. However, any forbearance or delay by the Owner in canceling this contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this contract.

§18.1 PREVAILING RATE OF WAGE

§18.1.1 All Contracts for Work herein are subject to the provisions of Chapter 48, Section 39s-1 through 39s-12. Illinois Revised Statutes, providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the Work. The Contractor shall be solely responsible for maintaining accurate records as required by statute, and shall be solely liable for paying the difference between prevailing wages and wages received as indicated in Section 29s-11.

§18.1.2 If, during the course of work under the contract, the Department of Labor revised the prevailing rate of hourly wages for any trade or occupations, the Contractors shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Contractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wages as set forth above shall not result in an increase in the contract sum. A copy of the Owner's prevailing wage determination is attached hereto as PWR-1 through PWR-3.

§18.1.3 This Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act.

§18.1.4 The Contractors, agents, and employees shall comply with the terms and provisions of the Wages of Employees on Public Works Act regarding the policy of the State of Illinois pertaining to the payment of the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed.

§18.1.5 The Contractors indicate that by executing the contract, he/she certifies that he/she is not barred from bidding on the contract as a result from bid rigging or bid rotation under Article 33E of the Criminal Code of 1961.

(Paragraph deleted)

 **AIA**® Document B103™ – 2007

Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the Fourth day of May in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

Village of Carol Stream
500 North Gary Ave.
Carol Stream, IL 60188

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

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

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

Village of Carol Stream - Village Hall and Police Addition and Remodeling
Project Number: 2016 021
500 N. Gary Ave.
Carol Stream, IL 60188

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's Program for the Project is as provided in the Village hall and Police Facility Planning Study, WA Project 2014:064, Option 2:

(Identify documentation or state the manner in which the program will be developed.)

Space programs as developed by WA during the planning study and approved by the Village.

Village Hall Total Area:	24,930 SF
Police Total Area:	29,800 SF
Combined Total Area:	54,730 SF

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project Site to be the current municipal campus at 500 N. Gary Ave. Carol Stream, IL 60188

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

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

Total Project Budget is in the range of \$13,100,000 to \$15,650,000

§ 1.1.4 The Owner's anticipated design and construction schedule:

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.1 Based on an executed agreement in April 2016, Design Documents are expected to be completed and project out to bid early 2017.

.2 Commencement of construction:

Expected to begin late winter or early spring 2017

.3 Substantial Completion date:

Expected to be summer of 2018 based on a 2 phase construction process.

.4 Other:

Task/Phase	Completion Duration
.1 Schematic Design	12 Weeks
.2 Design Development	12 Weeks
.3 Construction Documents	18 Weeks
.4 Construction Administration	15 Months – Estimated

The Architect shall not be responsible for any delays in meeting the durations set forth above which are outside the control of the Architect. The Owner shall promptly render decisions required of the Owner so as to permit the completion of the design documents in accordance with the durations herein.

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract or construction management.)

Construction Management

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

One set of bidding documents and single round of bidding is included

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Owner initially desires to remain partially on site throughout the construction phase.

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

Bob Mellor, Assistant Village Manager

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

To be determined by the Owner

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

.1 Construction Manager:
TBD by the Owner

.2 Cost Consultant:

Cost Estimating to be provided by the Owner selected Construction Manager

(Paragraph deleted)

.3 Environmental Consultant:

TBD by the Owner

.4 Geotechnical Engineer:

TBD by the Owner

.5 Surveyor:

TBD by the Owner

.6 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal
Role: Principal In Charge

Scott E. Lange, AIA, LEED AP
Vice President/Principal
Role: Project Manager

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KJWW or Johnson Wilbur Adams

(Paragraphs deleted)

.2 Mechanical, Plumbing and Fire Suppression Engineer:

W-T Engineering, or 20/10 Engineering Group, or Berg Engineering Consultants, Ltd. or Consolidated Consulting Engineers

.3 Interior Design:

(Paragraphs deleted)

.4 Interior Signage Design:

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineer: TBD as mutually agreed by the Owner and the Architect

Low Voltage Systems Design
Furniture Design
Landscape Architect

§ 1.1.12.3 The Architect's retention of any consultant shall not be deemed to create any contractual relationship between the Owner and consultant, provided, however, that the Owner shall be considered an intended beneficiary of the performance of the consultant's services. The Architect shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner.

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

Owner supplied existing construction documents for the Facility Planning Study by Williams Architects

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that its employees have the requisite skill, expertise and licensing to perform the services required by this Agreement.

§ 2.2.1 The Architect shall incorporate into the Construction Documents those federal, state, and local building laws, regulations, codes and standards that are applicable at the time the Construction Documents are submitted for permit. The Architect shall use reasonable efforts to obtain, at the earliest practicable time, review of the Drawings and Specifications by the public body or bodies having authority over the Project. Architect shall advise Owner of any aspect of the Project where, in the opinion of the Architect, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for the expeditious completion of the Construction Documents.

§ 2.2.2 The Architect shall be responsible for services provided hereunder whether such services are provided directly by Architect or by any consultants hired by Architect. The Architect will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give the Project such priority as is necessary to cause the Architect's services hereunder to be properly performed in a timely manner and consistent with sound professional practices.

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect represents that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required under this Agreement

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. Such insurance shall be purchased from and maintained in a company or companies lawfully authorized to do business in the State of

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Illinois and that has at least an "A-VII" rating as defined in Best's Key Rating such insurance as required and as will protect the Architect from claims set forth below which may arise out of or result from the Architect's services under this Agreement and for which the Architect may be legally liable, whether such services be by the Architect or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 Umbrella or excess liability insurance for Comprehensive General Liability and Automobile Liability with policy limits of not less than two million (\$2,000,000).

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand (\$ 500,000).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$2,000,000) in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability Policy on a BP 14 02 07 13, BP 04 50 07 13 and BP 14 88 07 13 endorsement, on the Excess Liability or Umbrella Policy on a PPU 304 06 10 endorsement and shall include a Hired and Non-Owned Automobile Liability endorsement on form PPB 321 11 10.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. Once the Owner and the Architect mutually agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause, or as mutually agreed upon with proper documentation during the course of the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Owner and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.7.1 The Architect shall conform the Drawings and Specifications with the ADA and all applicable state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including building, occupancy and handicapped accessibility laws, requirements, regulations, and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of Owner's authorization to proceed with the Construction Documents. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are subject to change even after issuance of a building permit. If modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall incorporate those federal, state, and local building laws, regulations, codes and standards that are applicable at the time the Construction Documents at the time the Construction Documents are submitted for permit.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based upon the Owner's approval of the site planning design and the proposed budget costs, and written authorization to proceed with the Schematic Design Phase, the Architect shall prepare Schematic Design Documents which shall establish the conceptual design of the Project illustrating the scale and relations of the Project components. The Schematic Design Documents shall include a conceptual site plan, and preliminary building plans, sections and elevations and may include a combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents and consult with respect to the budget for the Cost of the Work.

§ 3.2.7 The Architect shall compare the Cost Consultant's data with the Architect's cost data and make a recommendation on the basis of budget for the Cost of Work, which is mutually acceptable to the Owner and Architect. Furthermore, the Architect will proceed to take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents. The Architect shall meet with the Cost Consultant to review the Design Development Documents and consult with respect to the budget for the Cost of the Work.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall advise the Owner of any adjustments to the Project and take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 At the Owner's request, the Architect shall attend up to two meetings before the Planning and Zoning Commission and one meeting of the President and Board of Trustees for the purpose of any required zoning review and approvals.

§3.3.5 Interior Design Services

Interior Design Service by Williams Architects' Interior Department shall provide:

1. Multiple color range options
2. Meet with the Owner and work with the Owner to select and refine the preferred color theme
3. Meet with Owner and select the specific interior finishes, materials and colors
4. Design Owner approved patterns for the finishes
5. Assist the Architect with refinements to the interior wall layouts
6. Services during the bidding phase to answer contractor questions
7. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the interior finishes and to provide a field report after each site visit.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and

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describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work and shall meet the Owner's Program as amended from time to time during the design phases. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall conform the Construction Documents with the ADA and all applicable federal, state and local building laws, statutes and ordinances, rules, regulations, and orders including building, occupancy and handicapped accessibility.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Owner and Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Construction Manager shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

(Paragraph deleted)

- .1 participating in a pre-bid conference for prospective bidders, and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as modified. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

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sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Twenty-two visits shall be conducted as part of Basic Services. These visits may typically occur on an every other week basis, but shall depend upon the construction activity. The Architect will inform the Contractor, the Owner and Owner's designated parties of any Work which the Architect observes which does not comply with the Contract Documents. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work observed. Field observation reports will be submitted to the Owner in writing at least monthly and at such other reasonable times as requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

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The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. Each Application for Payment shall be accompanied by a properly completed Contractor's Affidavit setting forth, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed within the affidavit, the Contractor shall provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates will not be issued by Architect until the Construction Manager reviews, approves and provides all such lien waivers and Contractor's sworn statements.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 3.6.3.3 The Construction Manager shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3.2.2, the Architect shall review and respond to requests for information about the Contract Documents as part of Basic Services. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect and approved by the Owner, for the Owner's approval and, after consultation with the Owner, may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. Any extension of Contract Time by the Architect under this paragraph shall be granted only after the written approval of the Owner. Change Orders requesting an extension of the Contract Time or an increase in the Contract Sum may be within the scope of the Criminal Bidding Act (720 ILCS 5/33E-9). The Architect shall process all Change Orders to which the statute applies in compliance with that Act. Any minor change in the Work ordered by the Architect under this paragraph shall be noted by the Architect and reported in writing to the Owner with the monthly field observation reports.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (3) as-built documents; and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility for any construction related items.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2, another Section herein or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Complete	
§ 4.1.2 Multiple preliminary designs	Complete	
§ 4.1.3 Measured drawings of floor plan of existing building	Architect	In Basic Services per §11.1.1.c
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	N.I.C.	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	

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§ 4.1.7	Civil engineering	Architect	4.2.1 & 11.1.2.i
§ 4.1.8	Landscape design	Architect	4.2.2 & 11.1.2.f
§ 4.1.9	Architectural Interior Design	Architect	4.6.6 & 11.1.2.a
§ 4.1.10	Value Analysis	Construction Manager	
§ 4.1.11	Detailed cost estimating	Construction Manager	
§ 4.1.12	On-site Project Representation	Construction Manager	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-Designed Record drawings	N.I.C.	
§ 4.1.15	As-Constructed Record drawings	Construction Manager	
§ 4.1.16	Post occupancy evaluation	Architect	In Basic Services. per §3.6.6.5
§ 4.1.17	Facility Support Services	N.I.C.	
§ 4.1.18	Tenant-related services	N.I.C.	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning	N.I.C.	
§ 4.1.22	Commissioning	Owner	
§ 4.1.23	Extensive environmentally responsible design	N.I.C.	
§ 4.1.24	LEED® Certification (B214™-2012)	N.I.C.	
§ 4.1.25	Historic Preservation (B205™-2007)	N.I.C.	
§ 4.1.26	Furniture, Furnishings, and Equipment Design	Architect	4.2.7 & 11.1.2.b&c
§ 4.1.27	Fast-track Design Services	N.I.C.	
§ 4.1.28	Public / Board / Zoning meetings, submittals and approvals (more than 3 meetings)	Architect	3.3.4

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 Civil Engineering

Civil Engineer to provide all site design, engineering, drawings and specifications for all project related civil work, including but not limited to: earthwork including sewer and water connections to the building, curbs, drives, surface parking lots, fire hydrants, sidewalks, grading, topsoil, grubbing, topography, review of soil reports, culverts, preparation for building pads, construction limits / fencing and erosion control.

§ 4.2.2 Landscape Architecture

Including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).

§ 4.2.3 Low Voltage: Access Control, CCTV, Audio Visual, Paging and Detention Zone Security Systems:

Audio / Visual (A/V) system and Communication wiring for the A.V, computer and phone systems (selection of equipment and design of the computer and phone systems are by the Owner).

§ 4.2.4 Telephone, Computer, and Other Special Systems

The Architect is not responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm access control, CCTV, Audio Visual, Paging and Detention Security Systems. The Architect shall design conduits, electrical boxes and low voltage wiring and power to allow for the Owner designated systems.

§ 4.2.5 Fast-Track / Multiple Bid Releases

Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service.

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§ 4.2.6 Furniture Design Services

Furniture Design Services by Williams Architect's Interior Department to provide:

1. Work with the Owner to determine the facility's furniture needs
2. Based upon the inventory of furniture to be reused in this facility determine the added amount of furniture needed
3. Furniture layout options for review, selection and refinement with the Owner using plan drawings and furniture lists.
4. Multiple furniture manufacturer and quality level options along with their estimated costs for review with the Owner
5. Coordinate the furniture with the building interior finishes colors and textures. (If the Architect has also provided the Interior Design Services)
6. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
7. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dates.
8. Visit the site 2 times when appropriate to the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Except as set forth in this Agreement as part of Basic Services, preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the

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Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation providing that the Architect has first informed the Contractor of the existence of such information and has obtained from Owner written consent to provide such additional assistance to Contractor
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating more than six (6) Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 90 days after the date of Substantial Completion of the Work.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-two (22) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within forty (40) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Intentionally Omitted.

§ 5.2 Intentionally Omitted.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall, in consultation with the Architect, prepare all estimates for the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. The Owner's approval of any Architect's submittals shall not be construed to relieve the Architect of any liability for its negligent errors and omissions.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Init.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§5.14 Contractor's Obligation to Insure for Bodily Injury Claims:

Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§5.15 Force Majeure:

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, Architect's time for completion of the Architect's Basic Services, shall be extended by the period of resulting delay.

Init.

§5.16 Indemnity for Deviation:

The Owner may choose to act as its own General Contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architects, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architects, its employees and consultants are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

§5.17 Construction General Conditions:

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the Construction Manager or the subcontractors. However, Construction Manager, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect / Engineer, its consultants, their agents and employees."

§5.18 Builders Risk Insurance:

The Owner shall require that the Architect, its consultants and employees to be named as additional named insureds under the Builder Risk Insurance purchased by the Contractor applicable to the Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's and Construction Manager's judgment as professionals.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Owner shall require its Construction Manager to provide to the Architect the Construction Manager's estimates. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect shall review the Construction Manager's estimates for the Architect's guidance in completion of its services, and the Architect shall report to the Owner any material inaccuracies and inconsistencies observed during any such review.

§ 6.4 If, prior to or at the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments or exercise its rights under Article 6.5 below.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

Init.

- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .3 implement any other mutually acceptable alternative; or
- .4 terminate the Project.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6 except for negligent errors or omissions with respect to the revisions prepared by the Architect.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or other acts caused by the Architect.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All Drawings, specifications, and other documents, including those in electronic form prepared by the Architect or the Architect's consultants for this Project are Instruments of Service. The Owner shall be the owner of the Instruments of Service for this Project and shall have the authority to use the Instruments of Service for the purpose of constructing using, maintaining, altering or adding to the Project, provided that the Owner shall make final payment to the Architect upon completion of the Agreement or, in the event of termination of this Agreement, Owner has paid the Architect as provided in Article 9 of this Agreement. The Owner shall release the Architect and its consultants from any liability arising from the use of the Instruments of Service on any other Project and the Owner shall defend, indemnify and hold harmless the Architect and its consultants from any liability resulting from such use of the Instruments of Service for any other projects. Documents in electronic file format will be provided upon request. The information is proprietary in nature, and may only be utilized for the current project. All drawing information contained herein, but not limited to blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instruments of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the laws of the State of Illinois.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and Owner's officers, and employees from any against any and all liabilities, damages, or losses it incurs to third parties, including Owner's attorney's fees due to the negligent, intentional or wrongful acts or omissions of the Architect, Architect's consultants, anyone directly or indirectly employed by them, or retained by them arising out of the performance of services for the Project except for such liabilities, damage, loss or expense caused by a party indemnified hereunder. The Architect shall not be responsible for damages caused by the negligence of others who are not under contract to the Architect or otherwise performing under its control.

Init.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement only to the extent such consequential damages exceed the amount of the insurance policy limits set forth in Section 2.5. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation, by agreement of the Parties.

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with the Illinois Prompt Payment Act, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is suspended for over twelve months, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services and the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. If such termination is not between the phases of the Architect's services then the Architect shall be compensated for Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

(Paragraph deleted)

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be subject to, construed, and interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for all disputes shall be in DuPage County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those terms in AIA Document A201 – 2007, as modified by the Owner for this Project.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. Nothing in this section shall be construed to relieve the Architect from the duty to certify to the Owner that the Contractor is in default within the meaning of the Owner/Contractor Agreement in use for this project.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

1. For the Basic Services of the Project, the fee shall be a lump sum, calculated based upon the total, completed construction cost of the project including all on-site work, building construction, and all the construction manager's costs. If alternates are provided by the architect in the bidding documents that are beyond the budget, the fee will be calculated based upon the absolute value of each, in addition to the base bid. The minimum basic services fee shall be Eight Hundred and Forty Thousand Dollars (\$840,000)

a. Fee to be calculated as follows:

1. The fee percentage shall be seven and three quarters percent (7.75%) of the total cost of construction

b. Includes the services for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the project.

Init.

- c. Also included in Basic Services are Interior Design, Interior Signage and to measure the existing floor plan layout.
 - d. To provide continued construction administration services for second phase of construction:
 - 1. \$10,000 a month, with an allowance of \$50,000 for the expected five months of phase two construction.
 - e. Includes the services of the following consultants:
 - 1. Architect
 - 2. Interior Design
 - 3. Interior Signage Design
 - 4. Structural Engineering
 - 5. Mechanical, Electrical, Plumbing and Fire Suppression Engineering
2. Additional consulting design services throughout the basic service phases, are as follows:
- a. Civil Engineering; a lump sum of \$35,000.
 - b. Furniture Design: \$45,000
 - c. Existing furniture inventory and evaluation; a lump sum of \$5,000
 - d. Landscape Architecture, including the design and selection of all the exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).
 - 1. A lump sum of \$6,000
 - e. To provide Design services for the low voltage systems (Design through construction administration) including: Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, closed circuit TV and Audio Visual systems; a lump sum of \$21,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Hourly from the current Standard Rate Table or as agreed to by both parties

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15	%)
Design Development Phase	Twenty percent (20	%)
Construction Documents Phase	Thirty-Five percent (35	%)
Bidding or Negotiation Phase	Three percent (03	%)
Construction Phase	Twenty-Seven percent (27	%)
Total Basic Compensation	one hundred percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below and shall be applicable during this Project.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

**WILLIAMS ARCHITECTS
RATE TABLE**

Principal II.....	\$ 218.00/Hour
Principal I.....	\$ 200.00/Hour
Associate Principal.....	\$ 184.00/Hour
Senior Associate/Senior Project Mgr.	\$ 179.00/Hour
Associate / Project Manager	\$ 163.00/Hour
Architect III	\$ 144.00/Hour
Architect II	\$ 133.00/Hour
Architect I.....	\$ 119.00/Hour

(Table deleted)

Project Coordinator IV.....	\$ 109.00/Hour
Project Coordinator III.....	\$ 99.00/Hour
Project Coordinator II.....	\$ 85.00/Hour
Project Coordinator I.....	\$ 73.00/Hour
Project Technician II.....	\$ 55.00/Hour
Project Technician I.....	\$ 44.00/Hour
Aquatic Engineer II.....	\$ 172.00/Hour
Aquatic Engineer I.....	\$ 131.00/Hour
Director of Marketing.....	\$ 160.00/Hour
Marketing Coordinator.....	\$ 116.00/Hour
Accounting.....	\$ 154.00/Hour
Secretarial.....	\$ 109.00/Hour
Clerical.....	\$ 77.00/Hour
Director of Interior Design	\$ 147.00/Hour
Interior Designer V.....	\$ 114.00/Hour
Interior Designer IV.....	\$ 95.00/Hour
Interior Designer III.....	\$ 75.00/Hour
Interior Designer II.....	\$ 63.00/Hour
Interior Designer I.....	\$ 45.00/Hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15. %) of the expenses incurred to a maximum of 8% of the basic services fee.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

10% of the remaining unbilled services

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 *Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable in accordance with the Local Government Prompt Payment Act. Interest shall be payable as provided in the Local Government Prompt Payment Act.*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below: None

§13.3 Owner and Architect have agreed upon modifications to AIA Document 201, General Conditions of Contract,, as attached hereto.

(Paragraphs deleted)

Init.

This Agreement fully executed as of: _____
Date: (Day, Month, Year)

OWNER – Village of Carol Stream, IL

ARCHITECT – Williams Architects

(Signature)

(Signature)

(Printed name and title)

(Mark S. Bushhouse, President)

Additions and Deletions Report for AIA[®] Document B103[™] – 2007

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PAGE 1

AGREEMENT made as of the Fourth day of May in the year Two Thousand Sixteen

...

Village of Carol Stream
500 North Gary Ave.
Carol Stream, IL 60188

...

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

...

Village of Carol Stream - Village Hall and Police Addition and Remodeling
Project Number: 2016 021
500 N. Gary Ave.
Carol Stream, IL 60188

PAGE 2

§ 1.1.1 The Owner's ~~program for the Project~~ Program for the Project is as provided in the Village hall and Police Facility Planning Study, WA Project 2014:064, Option 2:

...

Space programs as developed by WA during the planning study and approved by the Village.

<u>Village Hall Total Area:</u>	<u>24,930 SF</u>
<u>Police Total Area:</u>	<u>29,800 SF</u>
<u>Combined Total Area:</u>	<u>54,730 SF</u>

...

Project Site to be the current municipal campus at 500 N. Gary Ave. Carol Stream, IL 60188

...

Total Project Budget is in the range of \$13,100,000 to \$15,650,000

PAGE 3

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User Notes: (1483567687)

.1 Design phase milestone dates, if any:

Based on an executed agreement in April 2016, Design Documents are expected to be completed and project out to bid early 2017.

...

Expected to begin late winter or early spring 2017

.3 Substantial Completion date or milestone dates: date:

Expected to be summer of 2018 based on a 2 phase construction process.

...

<u>Task/Phase</u>	<u>Completion Duration</u>
<u>.1 Schematic Design</u>	<u>12 Weeks</u>
<u>.2 Design Development</u>	<u>12 Weeks</u>
<u>.3 Construction Documents</u>	<u>18 Weeks</u>
<u>.4 Construction Administration</u>	<u>15 Months – Estimated</u>

The Architect shall not be responsible for any delays in meeting the durations set forth above which are outside the control of the Architect. The Owner shall promptly render decisions required of the Owner so as to permit the completion of the design documents in accordance with the durations herein.

...

Construction Management

...

One set of bidding documents and single round of bidding is included

...

Owner initially desires to remain partially on site throughout the construction phase.

...

Bob Mellor, Assistant Village Manager

...

To be determined by the Owner

...

~~.1~~ Cost Consultant:

.1 Construction Manager:
TBD by the Owner

~~.2~~ Scheduling ~~.2~~ Cost Consultant:

Cost Estimating to be provided by the Owner selected Construction Manager

~~.3~~ Geotechnical Engineer; .3 Environmental Consultant:

TBD by the Owner

~~.4~~ Civil-Geotechnical Engineer:

TBD by the Owner

~~.5~~ Surveyor:

TBD by the Owner

~~.6~~ .6 Other, if any:

PAGE 4

Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal
Role: Principal In Charge

Scott E. Lange, AIA, LEED AP
Vice President/Principal
Role: Project Manager

...

KJWW or Johnson Wilbur Adams

~~.2~~ Mechanical; .2 Mechanical, Plumbing and Fire Suppression Engineer:

W-T Engineering, or 20/10 Engineering Group, or Berg Engineering Consultants, Ltd. or Consolidated Consulting Engineers

~~.3~~ Interior Design:

~~.3~~ Electrical Engineer:

~~.4~~ Interior Signage Design:

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Civil Engineer: TBD as mutually agreed by the Owner and the Architect

Low Voltage Systems Design

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Furniture Design
Landscape Architect

§ 1.1.12.3 The Architect's retention of any consultant shall not be deemed to create any contractual relationship between the Owner and consultant, provided, however, that the Owner shall be considered an intended beneficiary of the performance of the consultant's services. The Architect shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner.

...

Owner supplied existing construction documents for the Facility Planning Study by Williams Architects

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that its employees have the requisite skill, expertise and licensing to perform the services required by this Agreement.

§ 2.2.1 The Architect shall incorporate into the Construction Documents those federal, state, and local building laws, regulations, codes and standards that are applicable at the time the Construction Documents are submitted for permit. The Architect shall use reasonable efforts to obtain, at the earliest practicable time, review of the Drawings and Specifications by the public body or bodies having authority over the Project. Architect shall advise Owner of any aspect of the Project where, in the opinion of the Architect, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for the expeditious completion of the Construction Documents.

§ 2.2.2 The Architect shall be responsible for services provided hereunder whether such services are provided directly by Architect or by any consultants hired by Architect. The Architect will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give the Project such priority as is necessary to cause the Architect's services hereunder to be properly performed in a timely manner and consistent with sound professional practices.

...

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect represents that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required under this Agreement

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. Such insurance shall be purchased from and maintained in a company or companies lawfully authorized to do business in the State of Illinois and that has at least an "A-VII" rating as defined in Best's Key Rating such insurance as required and as will protect the Architect from claims set forth below which may arise out of or result from the Architect's services under this Agreement and for which the Architect may be legally liable, whether such services be by the Architect or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage Umbrella or excess liability insurance for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. Liability with policy limits of not less than two million (\$2,000,000).

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand (\$ 500,000).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$2,000,000) in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. Liability Policy on a BP 14 02 07 13, BP 04 50 07 13 and BP 14 88 07 13 endorsement, on the Excess Liability or Umbrella Policy on a PPU 304 06 10 endorsement and shall include a Hired and Non-Owned Automobile Liability endorsement on form PPB 321 11 10.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. Once the Owner and the Architect mutually agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause, or as mutually agreed upon with proper documentation during the course of the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant Owner and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.7.1 The Architect shall conform the Drawings and Specifications with the ADA and all applicable state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including building, occupancy and handicapped accessibility laws, requirements, regulations, and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of Owner's authorization to proceed with the Construction Documents. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are subject to change even after issuance of a building permit. If modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service.

...

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall incorporate those federal, state, and local building laws, regulations, codes and standards that are applicable at the time the Construction Documents at the time the Construction Documents are submitted for permit.

...

§ 3.2.5 ~~Based on the Owner's approval of the preliminary design, upon the Owner's approval of the site planning design and the proposed budget costs, and written authorization to proceed with the Schematic Design Phase, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, which shall establish the conceptual design of the Project illustrating the scale and relations of the Project components. The Schematic Design Documents shall include a conceptual site plan, and preliminary building plans, sections and elevations; elevations and may include some a combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.~~

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§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents and consult with respect to the budget for the Cost of the Work.

§ 3.2.7 ~~Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall~~ The Architect shall compare the Cost Consultant's data with the Architect's cost data and make a recommendation on the basis of budget for the Cost of Work, which is mutually acceptable to the Owner and Architect. Furthermore, the Architect will proceed to take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

...

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents. The Architect shall meet with the Cost Consultant to review the Design Development Documents and consult with respect to the budget for the Cost of the Work.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall advise the Owner of any adjustments to the Project and take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 At the Owner's request, the Architect shall attend up to two meetings before the Planning and Zoning Commission and one meeting of the President and Board of Trustees for the purpose of any required zoning review and approvals.

§3.3.5 Interior Design Services

Interior Design Service by Williams Architects' Interior Department shall provide:

1. Multiple color range options
2. Meet with the Owner and work with the Owner to select and refine the preferred color theme
3. Meet with Owner and select the specific interior finishes, materials and colors

4. Design Owner approved patterns for the finishes
5. Assist the Architect with refinements to the interior wall layouts
6. Services during the bidding phase to answer contractor questions
7. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the interior finishes and to provide a field report after each site visit.

...

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of ~~the Work.~~ the Work and shall meet the Owner's Program as amended from time to time during the design phases. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall conform the Construction Documents with the ADA and all applicable federal, state and local building laws, statutes and ordinances, rules, regulations, and orders including building, occupancy and handicapped accessibility..

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the ~~Owner~~ Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the ~~Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.~~ Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Owner and Cost Consultant to review the Construction Documents.

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The ~~Architect~~ Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the ~~Architect~~ Construction Manager shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; ~~bids;~~ (2) confirming responsiveness of ~~bids or proposals;~~ ~~bids;~~ (3) determining the successful ~~bid or proposal, if any;~~ ~~bid;~~ and, (4) awarding and preparing contracts for construction.

...

- ~~.1~~ 1 ~~facilitating the reproduction of Bidding Documents for distribution to prospective bidders,~~
- ~~.2~~ 2 ~~participating in a pre-bid conference for prospective bidders, and~~
- ~~.3~~ 3 ~~preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.~~

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare ~~and distribute~~ addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~
~~.1 — facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
~~.2 — participating in selection interviews with prospective contractors; and~~
~~.3 — participating in negotiations with prospective contractors.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for ~~Construction~~. Construction as modified. If the Owner and ~~Contractor~~ Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of ~~construction, or as otherwise required in Section 4.3.3, construction~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Twenty-two visits shall be conducted as part of Basic Services. These visits may typically occur on an every other week basis, but shall depend upon the construction activity. The Architect will inform the Contractor, the Owner and Owner's designated parties of any Work which the Architect observes which does not comply with the Contract Documents. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work observed. Field observation reports will be submitted to the Owner in writing at least monthly and at such other reasonable times as requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

...

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

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

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. Each Application for Payment shall be accompanied by a properly completed Contractor's Affidavit setting forth, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed within the affidavit, the Contractor shall provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates will not be issued by Architect until the Construction Manager reviews, approves and provides all such lien waivers and Contractor's sworn statements.

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§ 3.6.3.3 ~~The Architect~~ Construction Manager shall maintain a record of the Applications and Certificates for Payment.

...

§ 3.6.4.4 Subject to the provisions of Section ~~4.3, 4.3.2.2,~~ the Architect shall review and respond to requests for information about the Contract ~~Documents. Documents as part of Basic Services.~~ The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect and approved by the Owner, for the Owner's approval and, after consultation with the Owner, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. Any extension of Contract Time by the Architect under this paragraph shall be granted only after the written approval of the Owner. Change Orders requesting an extension of the Contract Time or an increase in the Contract Sum may be within the scope of the Criminal Bidding Act (720 ILCS 5/33E-9). The Architect shall process all Change Orders to which the statute applies in compliance with that Act. Any minor change in the Work ordered by the Architect under this paragraph shall be noted by the Architect and reported in writing to the Owner with the monthly field observation reports.

...

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and ~~(3) (3) as-built documents;~~ and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility ~~operations and performance~~ for any construction related items.

...

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2.4.2, another Section herein or in an attached exhibit. If in an exhibit, identify the exhibit.)

...

§ 4.1.1	Programming (B202™-2009)	Complete	
§ 4.1.2	Multiple preliminary designs	Complete	
§ 4.1.3	Measured drawings of floor plan of existing building	Architect	In Basic Services per §11.1.1.c
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	N.I.C.	
§ 4.1.6	Building Information Modeling (E202™-2008)	Architect	
§ 4.1.7	Civil engineering	Architect	4.2.1 & 11.1.2.j
§ 4.1.8	Landscape design	Architect	4.2.2 & 11.1.2.f
§ 4.1.9	Architectural Interior Design(B252™ 2007)	Architect	4.6.6 & 11.1.2.a
§ 4.1.10	Value Analysis(B204™ 2007)	Construction Manager	
§ 4.1.11	Detailed cost estimating	Construction Manager	
§ 4.1.12	On-site Project Representation(B207™ 2008)	Construction Manager	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-Designed Record drawings	N.I.C.	
§ 4.1.15	As-Constructed Record drawings	Construction Manager	
§ 4.1.16	Post occupancy evaluation	Architect	In Basic Services. per §3.6.6.5
§ 4.1.17	Facility Support Services(B210™ 2007)	N.I.C.	
§ 4.1.18	Tenant-related services	N.I.C.	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)Planning	N.I.C.	
§ 4.1.22	Commissioning(B211™ 2007)	Owner	
§ 4.1.23	Extensive environmentally responsible design	N.I.C.	
§ 4.1.24	LEED® Certification (B214™-2012)	N.I.C.	
§ 4.1.25	Historic Preservation (B205™-2007)	N.I.C.	
§ 4.1.26	Furniture, Furnishings, and Equipment Design(B253™ 2007)	Architect	4.2.7 & 11.1.2.b&c
§ 4.1.27	Fast-track Design Services	N.I.C.	
§ 4.1.28	Public / Board / Zoning meetings, submittals and approvals (more than 3 meetings)	Architect	3.3.4

§ 4.2.1 Civil Engineering

Civil Engineer to provide all site design, engineering, drawings and specifications for all project related civil work, including but not limited to: earthwork including sewer and water connections to the building, curbs, drives, surface parking lots, fire hydrants, sidewalks, grading, topsoil, grubbing, topography, review of soil reports, culverts, preparation for building pads, construction limits / fencing and erosion control.

§ 4.2.2 Landscape Architecture

Including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).

§ 4.2.3 Low Voltage: Access Control, CCTV, Audio Visual, Paging and Detention Zone Security Systems:

Audio / Visual (A/V) system and Communication wiring for the A.V, computer and phone systems (selection of equipment and design of the computer and phone systems are by the Owner).

§ 4.2.4 Telephone, Computer, and Other Special Systems

The Architect is not responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm access control, CCTV, Audio Visual, Paging and Detention Security Systems. The Architect shall design conduits, electrical boxes and low voltage wiring and power to allow for the Owner designated systems.

§ 4.2.5 Fast-Track / Multiple Bid Releases

Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service.

§ 4.2.6 Furniture Design Services

Furniture Design Services by Williams Architect's Interior Department to provide:

1. Work with the Owner to determine the facility's furniture needs
2. Based upon the inventory of furniture to be reused in this facility determine the added amount of furniture needed
3. Furniture layout options for review, selection and refinement with the Owner using plan drawings and furniture lists.
4. Multiple furniture manufacturer and quality level options along with their estimated costs for review with the Owner
5. Coordinate the furniture with the building interior finishes colors and textures. (If the Architect has also provided the Interior Design Services)
6. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
7. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dates.
8. Visit the site 2 times when appropriate to the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

- .7 Preparation-Except as set forth in this Agreement as part of Basic Services, preparation for, and attendance at, a public presentation, meeting or hearing;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or ~~documentation; documentation~~ providing that the Architect has first informed the Contractor of the existence of such information and has obtained from Owner written consent to provide such additional assistance to Contractor

...

.4 Evaluating an ~~extensive number of~~ more than six (6) Claims as the Initial Decision Maker;

...

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 ~~90~~ days after ~~(1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~ Work.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-two (22) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—One (1)~~ inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within forty (40) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 ~~Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.~~ Intentionally Omitted.

§ 5.2 ~~The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.~~ Intentionally Omitted.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that ~~shall be responsible for preparing all estimates of the Cost of the Work, shall, in consultation with the Architect, prepare all estimates for the Cost of the Work~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the

Project sufficient contingencies to cover such costs. The Owner's approval of any Architect's submittals shall not be construed to relieve the Architect of any liability for its negligent errors and omissions.

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§5.14 Contractor's Obligation to Insure for Bodily Injury Claims:

Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§5.15 Force Majeure:

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, Architect's time for completion of the Architect's Basic Services, shall be extended by the period of resulting delay.

§5.16 Indemnity for Deviation:

The Owner may choose to act as its own General Contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architects, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architects, its employees and consultants are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

§5.17 Construction General Conditions:

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the Construction Manager or the subcontractors. However, Construction Manager, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect / Engineer, its consultants, their agents and employees."

§5.18 Builders Risk Insurance:

The Owner shall require that the Architect, its consultants and employees to be named as additional named insureds under the Builder Risk Insurance purchased by the Contractor applicable to the Project.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's and Construction Manager's judgment as ~~a design professional~~ professionals.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Owner shall require its Construction Manager to provide to the Architect the Construction Manager's estimates. The Architect shall prepare, as an Additional Service,

revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect ~~may review the Cost Consultant's estimates solely~~ shall review the Construction Manager's estimates for the Architect's guidance in completion of its services, ~~however,~~ and the Architect shall report to the Owner any material inaccuracies and inconsistencies ~~noted-observed~~ during any such review.

§ 6.4 If, prior to or at the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such ~~adjustments~~ adjustments or exercise its rights under Article 6.5 below.

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- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; ~~or~~
- .3 implement any other mutually acceptable ~~alternative~~ alternative; or
- .4 terminate the Project.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article ~~6.6~~ except for negligent errors or omissions with respect to the revisions prepared by the Architect.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or ~~equipment~~ equipment, or other acts caused by the Architect.

...

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~ All Drawings, specifications, and other documents, including those in electronic form prepared by the Architect or the Architect's consultants for this Project are Instruments of Service. The Owner shall be the owner of the Instruments of Service for this Project and shall have the authority to use the Instruments of Service for the purpose of constructing using, maintaining, altering or adding to the Project, provided that the Owner shall make final payment to the Architect upon completion of the Agreement or, in the event of termination of this Agreement, Owner has paid the Architect as provided in Article 9 of this Agreement. The Owner shall release the Architect and its consultants from any liability arising from the use of the Instruments of Service on any other Project and the Owner shall defend, indemnify and hold harmless the Architect and its consultants from any liability resulting from such use of the Instruments of Service for any other projects. Documents in electronic file format will be provided upon request. The information is proprietary in nature, and may only be utilized for the current project. All drawing information contained herein, but not limited to blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instruments of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

...

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 laws of the State of Illinois.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein: Intentionally Deleted.~~

~~§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and Owner's officers, and employees from any against any and all liabilities, damages, or losses it incurs to third parties, including Owner's attorney's fees due to the negligent, intentional or wrongful acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. Architect's consultants, anyone directly or indirectly employed by them, or retained by them arising out of the performance of~~

services for the Project except for such liabilities, damage, loss or expense caused by a party indemnified hereunder. The Architect shall not be responsible for damages caused by the negligence of others who are not under contract to the Architect or otherwise performing under its control.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. ~~Agreement only to the extent such consequential damages exceed the amount of the insurance policy limits set forth in Section 2.5.~~ This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~ may be subject to mediation, by agreement of the Parties.

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Litigation in a court of competent jurisdiction

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,~~

mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, the Illinois Prompt Payment Act, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When If the Project is suspended for over twelve months, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The services and, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

...

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all If such termination is not between the phases of the Architect's services then the Architect shall be compensated for Termination Expenses as defined in Section 9.7.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 subject to, construed, and interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for all disputes shall be in DuPage County, Illinois.~~

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, terms in AIA Document A201-2007, as modified by the Owner for this Project.~~

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. Nothing in this section shall be construed to relieve the Architect from the duty to certify to the Owner that the Contractor is in default within the meaning of the Owner/Contractor Agreement in use for this project.

...

1. For the Basic Services of the Project, the fee shall be a lump sum, calculated based upon the total, completed construction cost of the project including all on-site work, building construction, and all the construction manager's costs. If alternates are provided by the architect in the bidding documents that are beyond the budget, the fee will be calculated based upon the absolute value of each, in addition to the base bid. The minimum basic services fee shall be Eight Hundred and Forty Thousand Dollars (\$840,000)

- a. Fee to be calculated as follows:
 1. The fee percentage shall be seven and three quarters percent (7.75%) of the total cost of construction
- b. Includes the services for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the project.
- c. Also included in Basic Services are Interior Design, Interior Signage and to measure the existing floor plan layout.
- d. To provide continued construction administration services for second phase of construction:
 1. \$10,000 a month, with an allowance of \$50,000 for the expected five months of phase two construction.
- e. Includes the services of the following consultants:
 1. Architect
 2. Interior Design
 3. Interior Signage Design
 4. Structural Engineering
 5. Mechanical, Electrical, Plumbing and Fire Suppression Engineering

2. Additional consulting design services throughout the basic service phases, are as follows:

- a. Civil Engineering; a lump sum of \$35,000.
- b. Furniture Design: \$45,000
- c. Existing furniture inventory and evaluation; a lump sum of \$5,000
- d. Landscape Architecture, including the design and selection of all the exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).

1. A lump sum of \$6,000
- e. To provide Design services for the low voltage systems (Design through construction administration) including: Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, closed circuit TV and Audio Visual systems; a lump sum of \$21,000

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Hourly from the current Standard Rate Table or as agreed to by both parties

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Thirty-Five</u>	percent (<u>35</u>	%)
Bidding or Negotiation Phase	<u>Three</u>	percent (<u>03</u>	%)
Construction Phase	<u>Twenty-Seven</u>	percent (<u>27</u>	%)

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices below and shall be applicable during this Project.~~
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

**WILLIAMS ARCHITECTS
RATE TABLE**

Principal II.....	\$ 218.00/Hour
Principal I.....	\$ 200.00/Hour
Associate Principal.....	\$ 184.00/Hour
Senior Associate/Senior Project Mgr.	\$ 179.00/Hour
Associate / Project Manager	\$ 163.00/Hour
Architect III	\$ 144.00/Hour
Architect II	\$ 133.00/Hour
Architect I.....	\$ 119.00/Hour
Employee or Category	Rate
Project Coordinator IV	\$ 109.00/Hour
Project Coordinator III.....	\$ 99.00/Hour
Project Coordinator II.....	\$ 85.00/Hour
Project Coordinator I.....	\$ 73.00/Hour
Project Technician II.....	\$ 55.00/Hour
Project Technician I.....	\$ 44.00/Hour
Aquatic Engineer II.....	\$ 172.00/Hour
Aquatic Engineer I.....	\$ 131.00/Hour
Director of Marketing.....	\$ 160.00/Hour
Marketing Coordinator	\$ 116.00/Hour
Accounting	\$ 154.00/Hour
Secretarial.....	\$ 109.00/Hour

Clerical	\$ 77.00/Hour
Director of Interior Design	\$ 147.00/Hour
Interior Designer V	\$ 114.00/Hour
Interior Designer IV	\$ 95.00/Hour
Interior Designer III	\$ 75.00/Hour
Interior Designer II	\$ 63.00/Hour
Interior Designer I	\$ 45.00/Hour

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- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ .8 All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ .9 Site office expenses; and
- ~~.11~~ .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred. ~~fifteen percent (15. %) of the expenses~~ incurred to a maximum of 8% of the basic services fee.

...

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a ~~licensing fee~~ as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

10% of the remaining unbilled services

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon) in accordance with the Local Government Prompt Payment Act. Interest shall be payable as provided in the Local Government Prompt Payment Act.

—%

...

None

...

§ 13.2 This Agreement is comprised of the following documents listed below: None
~~.1 AIA Document B103™ 2007, Standard Form Agreement Between Owner and Architect~~
~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

§13.3 Owner and Architect have agreed upon modifications to AIA Document 201, General Conditions of Contract, as attached hereto.

~~3~~ Other documents:

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

~~This Agreement entered into as of the day and year first written above.~~ This Agreement fully executed as of:

Date: (Day, Month, Year)

OWNER - Village of Carol Stream, IL

ARCHITECT - Williams Architects

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(Printed name and title)

(Printed name and title) (Mark S. Bushouse,
President)

Certification of Document's Authenticity

AIA® Document D401™ – 2003


I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:59:24 on 04/29/2016 under Order No. 2249864546_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: April 26, 2016
RE: John's Deli & Liquor – Class C Liquor License

John's Deli & Liquor, 361 N. Gary Avenue is being sold the Jaymit, Inc. d/b/a John's Deli & Liquor. The new owners will continue doing business as John's Deli & Liquor. Attached for your consideration is an Ordinance authorizing the issuance of a Class C liquor license to Jaymit, Inc. d/b/a John's Deli & Liquor. Approval of the license will allow the sale of package liquor at the premises. Background and other checks have been performed and staff recommends issuance of the license.

JEB/dk

Attachment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM
CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS C LIQUOR
LICENSES FROM 20 TO 19 (WESTLAKE FOODS INC. d/b/a JOHN'S DELI &
LIQUOR, 361 N. GARY AVENUE) AND INCREASING THE NUMBER OF CLASS C
LIQUOR LICENSES FROM 19 TO 20
(JAYMIT, INC. d/b/a JOHN'S DELI & LIQUOR, 361 N. GARY AVENUE)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF
ITS HOME RULE POWERS; as follows:

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number
of Class C Liquor Licenses, from 20 to 19.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing the number
of Class C Liquor Licenses from 19 to 20.

SECTION 3: This Ordinance amending Chapter 11 of the Code of Ordinances of the
Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears that title.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage
and approval by law.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2016.

AYES:

NAYS:

ABSENT

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR OUTDOOR ACTIVITIES AND OPERATIONS (VEHICLE, EQUIPMENT, AND MATERIALS STORAGE) IN THE I INDUSTRIAL ZONING DISTRICT, AND LANDBANKED PARKING VARIATIONS (3 PHASE LINE CONSTRUCTION, 300 WESTGATE DRIVE)

WHEREAS, Robert A. Mattern, on behalf of 3 Phase Line Construction, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for outdoor activities and operations in the form of vehicle, equipment, and materials storage in the I Industrial Zoning District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and Variations to allow for the landbanking of required parking spaces, and for the landbanked spaces to be landbanked on existing paved areas as opposed to in green space, as provided in Section 16-13-2(G) of the Carol Stream Code of Ordinances, on the property legally described in Section 3 herein and commonly known as 300 Westgate Drive, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on April 25, 2016, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit and Variations be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit and the Variations with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for a Special Use Permit for outdoor activities and operations in the form of vehicle, equipment, and materials storage, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *3 Phase Line Construction proposes to relocate and expand its business into a vacant Carol Stream building, which can be viewed as beneficial to the public.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Provided the outdoor storage is properly screened, this outdoor activity should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other properties within the Industrial District have received Special Use approval for outdoor activities and operations, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding industrial properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding industrial properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposal is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Petition for Variations to allow for the landbanking of required parking spaces, and for the landbanked spaces to be landbanked on existing paved areas as opposed to in green space, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variations:

1. That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *The applicant has demonstrated that the additional parking spaces required by the Zoning Code are not necessary to meet the actual parking demand for the business.*
2. The plight of the owner is due to unique circumstances. *Based on the employee counts of the business, the number of parking spaces required by the Zoning Code creates something of a hardship by requiring parking spaces that will not be needed.*
3. The variations, if granted, will not alter the essential character of the locality. *Since the landbanked parking would be located on existing paved areas, the requested variation to landbank required parking should not alter the character of the area.*

4. That the plight of the owner is due to the failure of a previous owner of the property in question to follow then-applicable ordinances or regulations, and where the benefit to health, safety or appearance to be derived from correcting the nonconformity would not justify the cost or difficulty of the correction. The evidence must show that the current owner had no role in the creation of the nonconformity. *This criterion is not applicable.*
5. That the particular physical surroundings, shape, or topographical conditions of the specific property involved bring a particular hardship upon the owner as distinguished from a mere inconvenience. *Staff does not believe that there are particular physical surroundings, shape, or topographical conditions of the specific property that result in a hardship, but also believes that requiring additional employee and visitor parking that will not be utilized is unnecessary.*
6. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same district. *These same conditions could apply to properties in similar circumstances in the Industrial District.*
7. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located. *If granted, the variations will not be detrimental to the public welfare or injurious to surrounding property owners.*

SECTION 3:

The Special Use Permit and Variations, as set forth in the above recitals, are hereby approved and granted to 3 Phase Line Construction Inc., subject to the conditions set forth in Section 4, upon the real estate commonly known as 300 Westgate Drive, Carol Stream, Illinois, and legally described as follows:

LOTS 38 TO 46 INCLUSIVE IN ROTHBART'S RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1989 AS DOCUMENT NO. R89104408, IN DU PAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 4:

The approval of the Special Use Permit and Variations granted in Sections 1 and 2 herein are subject to the following conditions:

1. That any lift equipment shall be stored in the "down" position to minimize the visibility of the equipment from the street and adjacent properties;
2. That all equipment stored outdoors shall be stored within the fenced area of the site;

3. That the screening slats of the fence shall be maintained in good condition so as to provide effective solid screening of the outdoor storage areas;
4. That no trucks or equipment shall be stored or parked overnight in the loading dock areas in front of the building immediately adjacent to Westgate and Tubeway Drives;
5. That any dead or diseased trees on the property must be removed and replaced by the property owner with a similar type of tree (i.e. shade, ornamental or evergreen), and that all landscape materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced on an annual basis;
6. That Knox padlocks will be provided on the gates around the property, and the Fire Protection District and Village Police Department will be provided keys to said padlocks for access onto the property;
7. That if there is evidence in the future that there is insufficient on-site employee/visitor parking, then additional on-site parking shall be required to be provided and outdoor storage shall be reduced, and that the Village shall work with the business in determining how many additional parking spaces shall need to be utilized;
8. That the landbanked parking variations shall be specifically granted to 3 Phase Line Construction and not to the property, and that at the time that a new tenant enters the building, the property owner shall either apply for a reaffirmation of the landbanked parking variations, which will require review by the Plan Commission/Zoning Board of Appeals and final approval by the Village Board, or they shall provide the number of parking spaces required by the Zoning Code based upon the use of space of the building tenant(s); and
9. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

The Special Use Permit and Variations are hereby approved and granted as set forth in the following plans and exhibits:

1. Site Plan (Exhibit A dated April 28, 2016), prepared by Cornerstone Architects, Ltd., 1152 Spring Lake Drive, Itasca, Illinois, 60143.
2. Exterior Elevations (Exhibit B dated April 13, 2016), prepared by Ingenii, LLC, 105 N. Oak Park Avenue, Oak Park, IL 60301.

SECTION 6:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by all of the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 7:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2016.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, Robert A. Mattern, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit. 3 Phase Line Construction further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

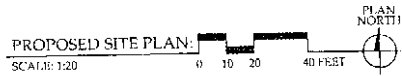
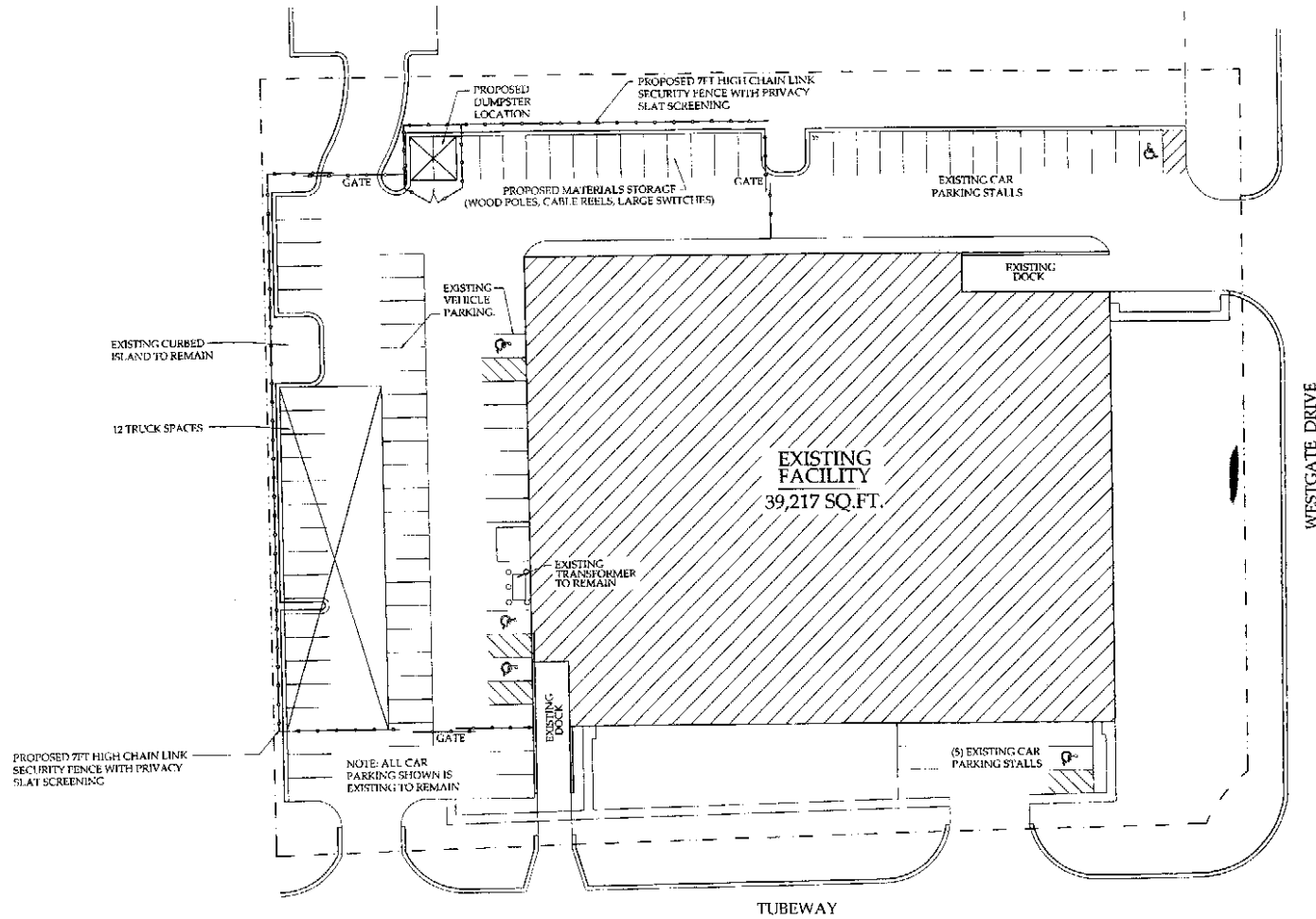


EXHIBIT A.1

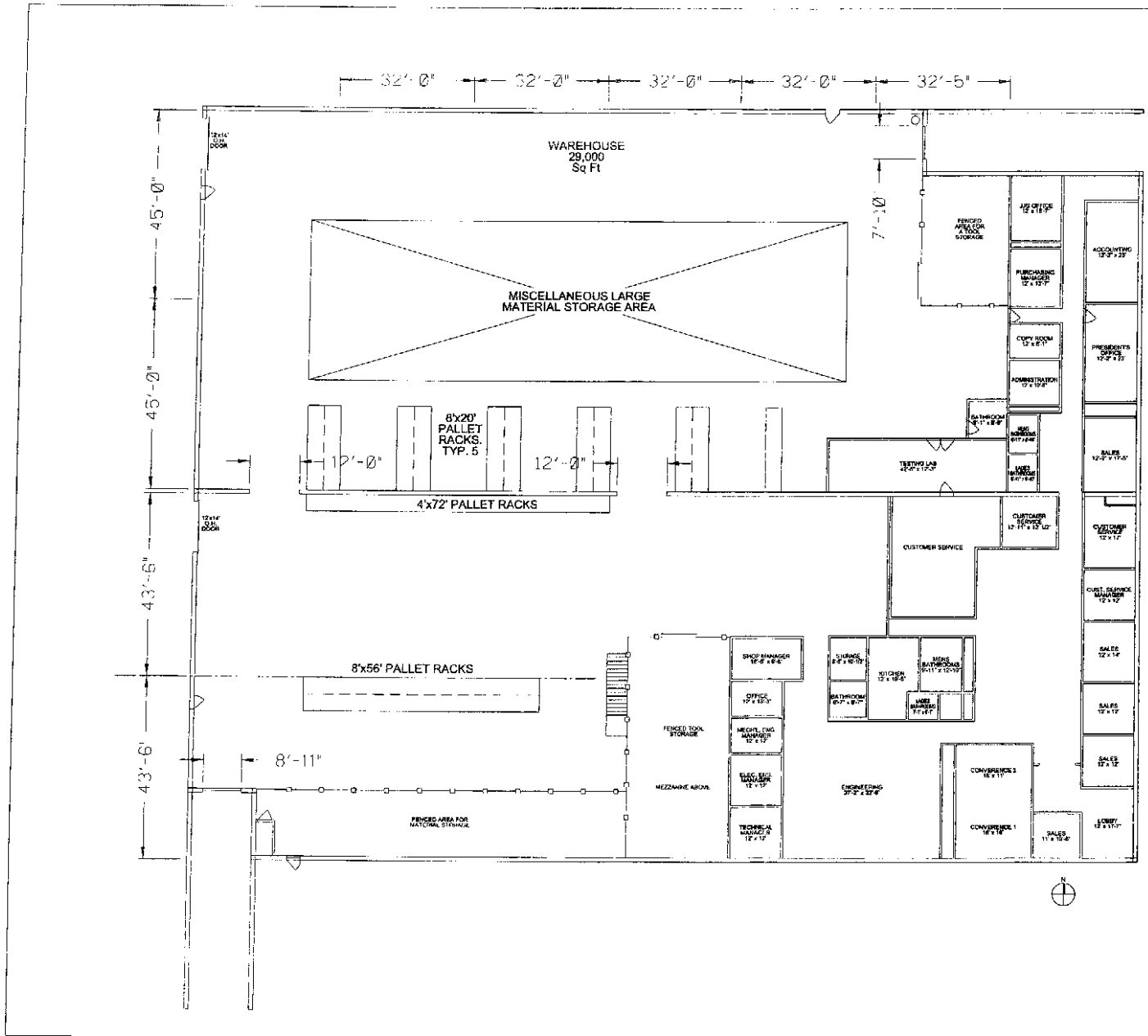
300 WESTGATE AVE, CAROL STREAM, ILLINOIS 60188

EXHIBIT A

©CORNERSTONE ARCHITECTS LTD. 2016



APRIL 28, 2016 #16060



CLIENT

NOTES

NO.	DATE	REVISION	DESCRIPTION

105 N. OAK PARK AVENUE
OAK PARK, ILLINOIS 60301
Phone (708) 491-1880
Fax (708) 491-1801
webmaster@tphl.com

THREE PHASE LINE
CONSTRUCTION, CO.
300 WESTGATE DRIVE
CAROL STREAM, IL

EXHIBIT B

BY ORDER OF THE ARCHITECT:

DATE: 11/15/06

DRAWN: [Signature]

CHECKED: [Signature]

PROJECT: 072811100

SCALE: AS SHOWN

RESOLUTION NO. _____

**A RESOLUTION DECLARING SURPLUS PROPERTY
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in "Exhibit A"; and

WHEREAS, the described personal property has been determined by the corporate authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWER, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated April 28, 2016.

SECTION 2: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 2nd DAY OF May, 2016.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Tia Messino, Management Analyst
DATE: April 28, 2016
RE: Surplus Equipment

The Department has identified the equipment below to be declared surplus:

Two Desks

No ID

Due to wear and tear and improved equipment these desks no longer have value to the Village but may have value at auction.

1991 Exmark (#557)

48-14k-5

Due to maintenance costs, this twenty five (25) year old walk behind mower no longer has value to the Village but may have value at auction or as scrap.

Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of the items.

Two Desks



Exmark



Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on May 2, 2016

AGENDA ITEM
L-1 5-2-16

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ADS LLOC					
LEAK DETECTION	470.00	04201600-52244	MAINTENANCE & REPAIR	31834.31-0416ca	
	<u>470.00</u>				
AVALON PETROLEUM COMPANY					
UNLEADED	8,750.00	01696200-53356	GAS PURCHASED	553230	
	<u>8,750.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
INSP'S FOR MARCH 2016	1,171.20	01643700-52253	CONSULTANT	43812	
PLAN REVIEW 191 E NORTH AVE	7,210.32	01643700-52253	CONSULTANT	43746	
PLAN REVIEW 222 ARMY TRL	1,769.37	01643700-52253	CONSULTANT	43771	
	<u>10,150.89</u>				
BAXTER & WOODMAN INC					
WRC NPDES COMPL STUDIES 1/26-4/16	15,469.08	04101100-52253	CONSULTANT	0185577	
	<u>15,469.08</u>				
BEDROCK EARTHSCAPES LLC					
APRIL HERBICIDE TREATMENTS POND SHORELIN	7,960.00	01620600-52272	PROPERTY MAINTENANCE	329	
TC APRIL HERBICIDE TRMNT POND SHORELINE M	500.00	01620600-52272	PROPERTY MAINTENANCE	330	
	<u>8,460.00</u>				
BEMMCO DOORS, HARDWARE & INSTALLATION LLC					
CONSTRUCTION EMPLOYEE RELATION WRK SPAC	2,850.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT 5393		
	<u>2,850.00</u>				
BRIAN COOPER					
TUITION REIMB FOR 3/23 -4/27 2016	1,452.00	01662300-52223	TRAINING	TUITION REIMB APRIL	
	<u>1,452.00</u>				
C S CHAMBER OF COMMERCE					
ANNUAL MEMBERSHIP DUES	215.00	01520000-52234	DUES & SUBSCRIPTIONS	6585	
	<u>215.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 2, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CH2MHILL OMI					
WRC OPER MTC MAY/2016	136,667.75	04101100-52262	WRC CONTRACT	63230	
	<u>136,667.75</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV'S 2/28 -3/26 295 KUHN RD	4,297.74	01620600-52253	CONSULTANT	128441	
PROF SRV'S 2/28 -3/26 365 NORTH AVE	1,169.50	01620600-52253	CONSULTANT	128439	
PROF SRV'S 2/28 -3/26 423 ST PAUL BLVD	4,557.00	01620600-52253	CONSULTANT	128440	
	<u>10,024.24</u>				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO ABATEMENT JUNE/16	8,325.00	01670100-52269	MOSQUITO ABATEMENT	6355679	
	<u>8,325.00</u>				
CLARY BUSINESS MACHINES					
DOCUMENT SHREDDER FINANCE	2,562.00	01612900-53350	SMALL EQUIPMENT EXPENSE	100007	
	<u>2,562.00</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
100 DELLA CT APRIL/16	16.70	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 4/11/06	
1015 TOWER WELL#4 MAR/16	66.27	04201600-53210	ELECTRICITY	2514004009 4/18/16	
1025 LIES CONTROLLER MAR/16	271.23	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 4/18/16	
106 GOLDENHILL APRIL/16	29.96	01670600-53210	ELECTRICITY	2127117053 04/22/16	
1128 EVERGREEN MAR/2016	70.55	04101500-53210	ELECTRICITY	0291093117 4/20/16	
1345 GEORGETOWN APRIL/16	21.80	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 4/21/16	
1348 CHARGER CT MAR/16	472.46	04101500-53210	ELECTRICITY	2496057000 4/18/16	
1350 TALL OAKS APRIL/2016	48.09	04101500-53210	ELECTRICITY	2073133107 4/19/16	
1415 MAPLE RIDGE MAR/2016	29.96	01670600-53210	ELECTRICITY	5838596003 4/20/16	
301 ANTELOPE TRL APRIL/16	70.61	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 4/19/16	
333 FULLERTON WELL#3 MAR/16	891.30	04201600-53210	ELECTRICITY	0300009027 4/19/16	
391 FLINT TRL APRIL/16	56.49	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 4/19/16	
391 ILLINI DR MAR/16	127.14	01670600-53210	ELECTRICITY	443045023 4/19/16	
403 SIOUX APRIL/16	19.57	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 4/20/16	
451 SILVERLEAF-LIGHTS MAR/16	41.74	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 4/19/16	
491 CHEYENNE APRIL/16	19.35	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 04/20/16	
500 N GARY CONTROLLER MAR/16	104.61	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 4/19/16	
506 CHEROKEE MAR/16	46.75	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 4/19/16	
512 CANYON TRL APRIL/2016	17.94	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 4/20/16	
594 NEZ PERCE APRIL/16	60.12	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 4/20/16	
850 LONGMEADOW MAR/16	19.66	01670600-53210	ELECTRICITY	1865134015 4/19/16	
879 DORCHESTER MAR/16	19.56	01670600-53210	ELECTRICITY	0803155026 04/19/16	
880 PAPOOSE APRIL/16	106.88	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 04/20/16	
990 DEARBORN CIR APRIL/16	62.91	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 4/19/16	
END THORNHILL COMM PARK MAR/16	85.32	01670600-53210	ELECTRICITY	6337409002 4/18/16	
KUHN RD CAMERA APR/16	37.40	01662300-52298	ATLE SERVICE FEE	4202129060 4/19/16	
MASTER ACCOUNT MAR/16	782.09	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 04/21/16	
	3,596.46				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONSTELLATION NEW ENERGY					
200 TUBEWAY LIFT STN SRV APRIL	382.41	04101500-53210	ELECTRICITY	00319045300001 APRL	
	<u>382.41</u>				
COUNTY COURT REPORTERS INC					
PETITION #16-061 440 MISSION ST	150.00	01530000-52241	COURT REPORTER FEES	117778	
	<u>150.00</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SRV'S VLG/PWKS MAY/2016	860.00	01670100-52276	JANITORIAL SERVICES	23670	
CLEANING SRV'S VLG/PWKS MAY/2016	1,385.00	01680000-52276	JANITORIAL SERVICES	23670	
	<u>2,245.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV'S 4/18//16	110.00	01590000-52253	CONSULTANT	041816	
	<u>110.00</u>				
DU COMM					
DISPATCH SERVICES QTR END THRU JUL/16	171,719.00	01662700-52245	GENERAL COMMUNICATIONS	15719	
	<u>171,719.00</u>				
DUPAGE COUNTY					
CJIS ACCESS-QTR END 3/31/16	750.00	01662600-52247	DATA PROCESSING	IA 167	
	<u>750.00</u>				
DUPAGE COUNTY CLERK					
CD OF DUPAGE CO TAX PARCEL	100.00	01641700-53318	REFERENCE MATERIALS	CD-TAX PARCEL	
	<u>100.00</u>				
DUPAGE WATER COMMISSION					
OPER/MTC MAR/16	468,325.70	04201600-52283	DUPAGE CTY WATER COMMISSION	1251	
	<u>468,325.70</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPREE CONSTRUCTION CO					
FARMHOUSE RENOVATION	-5,863.78	01-21343	RETAINAGE DUPREE CONSTRUCTIO	15708	
FARMHOUSE RENOVATION	58,637.80	01680000-52244	MAINTENANCE & REPAIR	15708	
	<u>52,774.02</u>				
ECN INTERMEDIATE HOLDING COMPANY INC					
CODE RED SRV 05/2016- 04/2017	9,500.00	01660100-52234	DUES & SUBSCRIPTIONS	ECN-022873	
	<u>9,500.00</u>				
ENFORCEMENT VIDEO, LLC					
2 4RE IN-CAR CAMERA SYSTEMS	10,640.00	01662700-53350	SMALL EQUIPMENT EXPENSE	4REINV0004557	
	<u>10,640.00</u>				
ERYOPS BODYCRAFT INC					
#30 FENDER PAINT	550.00	01696200-53353	OUTSOURCING SERVICES	168623	
	<u>550.00</u>				
EXAMINER PUBLICATIONS INC					
BID NTC EMERG ST LIGHT REPAIRS	67.50	01580000-52240	PUBLIC NOTICES/INFORMATION	37492	
	<u>67.50</u>				
FEECE OIL CO					
PARTS	467.00	01696200-53354	PARTS PURCHASED	3411757	
	<u>467.00</u>				
FULTON TECHNOLOGIES					
SIREN MONITORING 4/1/16- 3/1/17	381.92	01660100-52244	MAINTENANCE & REPAIR	4/1/16 - 3/1/17	
	<u>381.92</u>				
GOVTEMPSUSA LLC					
OFFICE MGR W/E 04/03/16	1,419.20	01590000-52253	CONSULTANT	1949908	
OFFICE MGR W/E 04/10/16	1,419.20	01590000-52253	CONSULTANT	1949909	
	<u>2,838.40</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
H & H ELECTRIC COMPANY					
EMERGENCY STREET LIGHT RPR	1,667.18	01670300-52271	STREET LIGHT MAINTENANCE	25768	
	<u>1,667.18</u>				
HYDROAIRE SERVICE INC					
TUBEWAY LIFT STN PUMP REPAIRS	2,490.00	04101500-52244	MAINTENANCE & REPAIR	8078	
TUBEWAY LIFT STN PUMP REPAIRS	2,592.00	04101500-52244	MAINTENANCE & REPAIR	8082	
TUBEWAY LIFT STN PUMP REPAIRS	2,990.00	04101500-52244	MAINTENANCE & REPAIR	8083	
	<u>8,072.00</u>				
ITRON INC					
ITRON HRDWR/SFTWR MTC MAY THRU JULY	544.29	04103100-52221	UTILITY BILL PROCESSING	409868	
ITRON HRDWR/SFTWR MTC MAY THRU JULY	544.29	04203100-52221	UTILITY BILL PROCESSING	409868	
	<u>1,088.58</u>				
JULIE INC					
JULIE LOCATES THRU 4TH QTR	519.78	01670600-52272	PROPERTY MAINTENANCE	2016-0371 4TH QTR	
JULIE LOCATES THRU 4TH QTR	519.78	01670300-52272	PROPERTY MAINTENANCE	2016-0371 4TH QTR	
JULIE LOCATES THRU 4TH QTR	519.78	04201600-52272	PROPERTY MAINTENANCE	2016-0371 4TH QTR	
JULIE LOCATES THRU 4TH QTR	519.78	04101500-52272	PROPERTY MAINTENANCE	2016-0371 4TH QTR	
	<u>2,079.12</u>				
JOHN L FIOTI					
LOCAL PROSC APR/16	225.00	01570000-52238	LEGAL FEES	C S 89	
LOCAL PROSC APR/16	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 89	
	<u>450.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL MAR/16	20.50	21500000-52238	LEGAL FEES	181940 4/12/16	
GENERAL COUNSEL MAR/16	1,209.50	04200100-52238	LEGAL FEES	181940 4/12/16	
GENERAL COUNSEL MAR/16	4,305.00	11740000-52238	LEGAL FEES	181940 4/12/16	
GENERAL COUNSEL MAR/16	12,893.70	01570000-52238	LEGAL FEES	181940 4/12/16	
	<u>18,428.70</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LEADS ON LINE LLC					
LEADS ONLINE SRV RNWL 5/2016- 4/2017	3,688.00	01662400-52255	SOFTWARE MAINTENANCE	235469	
	<u>3,688.00</u>				
LEONARD M BULAT					
DECALS FOR SUPV VEHICLE	325.00	04201600-53317	OPERATING SUPPLIES	16-179	
	<u>325.00</u>				
MEADE ELECTRIC COMPANY INC					
EVP @ NORTH & GARY	187.14	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	673048	
	<u>187.14</u>				
N E M R T					
ANNUAL DUES 7/2016 - 7/2017	6,650.00	01662700-52223	TRAINING	204438	
	<u>6,650.00</u>				
NAPA AUTO CENTER					
PARTS AND SUPPLIES	27.36	01696200-53317	OPERATING SUPPLIES	11007487 03/31/16	
PARTS AND SUPPLIES	106.96	01696200-53316	TOOLS	11007487 03/31/16	
PARTS AND SUPPLIES	2,857.99	01696200-53354	PARTS PURCHASED	11007487 03/31/16	
	<u>2,992.31</u>				
NICOR					
1348 CHARGER CT SRV 3/10 -4/11	81.31	04101500-53210	ELECTRICITY	86606011178 4/12/16	
	<u>81.31</u>				
NMI					
GATEWAY FEES MAR/2016	10.00	01610100-52256	BANKING SERVICES	255677045	
	<u>10.00</u>				
NORTH SHORE UNIFORM					
UNIFORM SHIRTS	82.05	01670100-53324	UNIFORMS	PO:16-1127	
UNIFORM SHIRTS	82.05	04100100-53324	UNIFORMS	PO:16-1127	
	<u>164.10</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NORTHWEST POLICE ACADEMY					
SEMINAR SAILER, HOFFMAN, JUNGERS 4/14/16	75.00	01660100-52223	TRAINING	8/14/16	
	<u>75.00</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
COMM RNWL JULIE JOHNSON, JOHN JUNGERS	49.00	01662700-52234	DUES & SUBSCRIPTIONS	JOHNSON/JUNGERS	
COMM RNWL JULIE JOHNSON, JOHN JUNGERS	49.00	01660100-52234	DUES & SUBSCRIPTIONS	JOHNSON/JUNGERS	
	<u>98.00</u>				
PETTY CASH					
REIMBURSEMENTS FOR APRIL 2016	970.50	01-10307	PETTY CASH	APRIL 2016	
	<u>970.50</u>				
PLOTE CONSTRUCTION INC					
FLEX PAVEMENT PROJ/SIMKUS PRKG LOT	-30,078.25	11-21112	RETAINAGE - PLOTE	160050.01	
FLEX PAVEMENT PROJ/SIMKUS PRKG LOT	300,782.50	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	160050.01	
	<u>270,704.25</u>				
R & M PRINTING					
VILLAGE SHIRTS	97.95	01600000-52242	EMPLOYEE RECOGNITION	4425	
VILLAGE SHIRTS	165.37	01640100-53324	UNIFORMS	4425	
VILLAGE SHIRTS	298.09	01610100-53317	OPERATING SUPPLIES	4425	
VILLAGE SHIRTS	522.42	01622200-53324	UNIFORMS	4425	
	<u>1,083.83</u>				
RAY O'HERRON CO					
AMMUNITION	1,320.00	01662700-53321	AMMUNITION	1620211-IN	
	<u>1,320.00</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS MISC					
BUSINESS NOT IN CAROL STREAM	25.00	01000000-42301	BUSINESS/MISC LICENSES	BUSINESS LIC RFND	
OUT OF DISTRICT DOG LIC NOT REQUIRED	3.00	01000000-42302	DOG LICENSES	DOG LIC REFUND	
PD TWICE ONLINE 4/11/16	20.00	01000000-45402	ORDINANCE FORFEITS	233258	
	48.00				
REFUNDS PRESERVATION BONDS					
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	663 MATTHEW(1)	
	200.00				
REFUNDS TAX STAMPS					
TAX STAMP #27582 REFUND	480.00	01000000-41208	REAL ESTATE TRANSFER TAX	1324 PENNSBORO	
	480.00				
REMPE-SHARPE & ASSOCIATES INC					
ENGINEERING DESIGN BID SERV'S - LED PHASE IV	12,900.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	25111	
	12,900.00				
RUSH TRUCK CENTERS					
PARTS	9.57	01696200-53354	PARTS PURCHASED	3002338857	
PARTS	17.01	01696200-53354	PARTS PURCHASED	3002332744	
PARTS	54.59	01696200-53354	PARTS PURCHASED	3002314644	
PARTS	150.15	01696200-53354	PARTS PURCHASED	3002254047	
PARTS	1,862.47	01696200-53354	PARTS PURCHASED	3002304442	
	2,093.79				
SAUBER MGF.CO					
BLAST/PAINTING SALT SPREADERS	6,720.00	01670200-52284	EQUIPMENT MAINTENANCE	51204972	
	6,720.00				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT - 8 APPLICANTS	1,200.00	01510000-52228	PERSONNEL HIRING	5216	
	1,200.00				

**Village of Carol Stream
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THIRD MILLENIUM ASSOCIATES INCORPORATED					
VEH STK ANNL SOFTWARE MTC 04/2016 -04/201	995.00	01612900-52255	SOFTWARE MAINTENANCE	19170	
VEH STK REGIS ONLINE SRV FEE 5/2016 -4/2017	450.00	01612900-52255	SOFTWARE MAINTENANCE	19169	
VEHICLE ONLINE PYMNT SFTWR 5/2016 - 04/30/	495.00	01612900-52255	SOFTWARE MAINTENANCE	19168	
	<u>1,940.00</u>				
TRANSYSTEMS CORPORATION					
CONST DRW PH II WEST BRANCH DPG RIVER/FAI	256.00	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2959041-17	
PH I & II LIES RD SRV FRM 1/8 - 4/8 2016	747.50	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	062959040	
PH I KUHN RD BIKE EXT 03/12 -4/15	7,839.33	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	03-2960741	
PH I LIES RD BIKE TRL SRV FRM 3/12- 4/15	1,502.89	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	03-2960745	
	<u>10,345.72</u>				

**Village of Carol Stream
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VERIZON WIRELESS					
SERV FRM 3/14 -4/13 2016	-1.40	01620100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	18.94	01642100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	18.94	01662500-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	37.88	01643700-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	60.77	01610100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	60.77	01690100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	79.71	01680000-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	98.78	01600000-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	98.78	04200100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	117.59	04101500-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	117.59	04201600-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	123.77	01662300-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	226.92	01590000-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	230.36	01652800-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	243.13	04101500-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	303.85	01662400-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	347.32	01620100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	364.62	01664700-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	409.51	01670100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	468.03	01660100-52230	TELEPHONE	9763781501	
SERV FRM 3/14 -4/13 2016	1,765.13	01662700-52230	TELEPHONE	9763781501	
	<u>5,190.99</u>				
VILLAGE OF GLENDALE HEIGHTS					
GUN RANGE USAGE 2015/16	5,000.00	01662700-52239	RANGE	11738	
	<u>5,000.00</u>				
WHEATLAND TITLE GUARANTY COMPANY					
CAPITAL PROJECTS FUND-WEST BRANCH BIKE TR	1,066.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	50244	
	<u>1,066.00</u>				

**Village of Carol Stream
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WHEATON BANK AND TRUST					
WHEATON BANK FEES MAR/16	363.89	04103100-52256	BANKING SERVICES	7509063 4/15/16	
WHEATON BANK FEES MAR/16	363.89	04203100-52256	BANKING SERVICES	7509063 4/15/16	
WHEATON BANK FEES MAR/16	1,044.87	01610100-52256	BANKING SERVICES	7509063 4/15/16	
	<u>1,772.65</u>				
GRAND TOTAL	<u>\$1,299,085.54</u>				

The preceding list of bills payable totaling \$1,299,085.54 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 4/29/16

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
April 19, 2016 thru May 2, 2016

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll April 11, 2016 thru April 24, 2016	482,427.16
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll April 11, 2016 thru April 24, 2016	<u>40,408.31</u>
				<u><u>522,835.47</u></u>

Approved this _____ day of _____, 2016

By: _____
Frank Saverino Sr - Mayor

Laura Czarniecki - Village Clerk