



# R. W. TROXELL & COMPANY

INSURANCE SINCE 1887

214 SOUTH GRAND AVENUE WEST • P.O. BOX 3757  
SPRINGFIELD, ILLINOIS 62708  
(217) 528-7533

# INVOICE

CLIENT Village of Steger

NO. 36096

DATE 07/18/2014

CLIENT John Eck Jr

SERVICE Trenda Myers

PAGE 1 of 1

### PAYMENT INFORMATION

PAYMENT AMOUNT

INVOICE SUMMARY 3,615.00

PAYMENT FOR

Invoice#1686432

78386661 WCE

Thank You

PLEASE MAKE CHECK PAYABLE TO R.W. TROXELL & COMPANY

Village of Steger  
c/o Mr. Carmen S. Recupito, Jr.  
35 W. 34th St.  
Steger, IL 60475

Customer: Village of Steger

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
1686432	10/01/2014	Renew policy	Policy #78386661 WCE 10/01/2014-10/01/2015 Chubb & Son Inc Boiler & Machinery - Renew policy Due Date: 10/1/2014	3,615.00

*Trenda*

AMOUNT

3,615.00

Thank You

RW Troxell & Company  
214 South Grand Ave West P.O. Box 3757  
Springfield, IL 62704

(217)528-7533  
info@rwtroxell.com

DATE  
07/18/2014



# Boiler & Machinery

## Premium Bill

*Policy Period*                    OCTOBER 1, 2014 TO OCTOBER 1, 2015  
*Effective Date*                    OCTOBER 01, 2014  
*Policy Number*                    7838-66-61 WCE  
*Insured*                                VILLAGE OF STEGER  
  
*Name of Company*                FEDERAL INSURANCE COMPANY  
  
*Date Issued*                         JULY 9, 2014

**Portion of total premium attributable for terrorism and statutory standard fire where applicable**  
 is \$        **37.00**

PLEASE SEND PAYMENT TO AGENT OR BROKER.

<i>Date Payment Due</i>	<i>Premium</i>
10/01/2014	\$ 3,615.00
<b>TOTAL</b>	<b>\$ 3,615.00</b>

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE: PLEASE RETURN THIS BILL WITH PAYMENT. TOTAL OF ADDITIONAL CHARGES ARE INCLUDED IN AND PAYABLE WITH THE FIRST PAYMENT DUE ABOVE.

Producer:  
 R W TROXELL & COMPANY  
 214 SOUTH GRAND AVE WEST  
 SPRINGFIELD, IL 62708-0000

*Major equipment will cover*



# Boiler & Machinery

## Insuring Agreement

**Chubb Group of Insurance Companies**  
15 Mountain View Road  
Warren, NJ 07059

*Named Insured and Mailing Address*

VILLAGE OF STEGER  
35 W 34TH STREET  
STEGER, IL 60475

Policy Number 7838-66-61 WCE

Effective Date OCTOBER 01, 2014

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Incorporated under the laws of INDIANA*

Producer No. 0030800

Producer R W TROXELL & COMPANY  
214 SOUTH GRAND AVE WEST  
SPRINGFIELD, IL 62708-0000

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### Company and Policy Period

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: OCTOBER 1, 2014 To: OCTOBER 1, 2015

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts and Endorsements comprise this policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

  
President

  
Secretary

Authorized Representative \_\_\_\_\_





# Boiler & Machinery

## Declarations

*Named Insured and Mailing Address*

VILLAGE OF STEGER  
35 W 34TH STREET  
STEGER, IL 60475

*Producer No.* 0030800

*Producer* R W TROXELL & COMPANY  
214 SOUTH GRAND AVE WEST  
SPRINGFIELD, IL 62708-0000

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
**Warren, NJ 07059**

*Policy Number* 7838-66-61 WCE

*Effective Date* OCTOBER 01, 2014

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Incorporated under the laws of*  
**INDIANA**

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### Policy Period

FROM OCTOBER 1, 2014 TO OCTOBER 1, 2015  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide insurance for those coverages indicated by a premium charge, subject to the Limits Of Insurance indicated below, and for other coverages when added hereafter.

### Coverages

### Coverage Form

PROPERTY DAMAGE

43-02-0214

TIME ELEMENT

*BUSINESS INTERRUPTION: ACTUAL LOSS SUSTAINED*  
*BUSINESS INTERRUPTION: VALUED COVERAGE*  
*EXTRA EXPENSE:*  
*COMBINED FORM: ACTUAL LOSS SUSTAINED & EXTRA EXPENSE*  
*COMBINED FORM: VALUED COVERAGE & EXTRA EXPENSE*





## **Boiler & Machinery**

### *Schedule of Locations*

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*Policy Period*            OCTOBER 1, 2014 TO OCTOBER 1, 2015  
*Effective Date*            OCTOBER 01, 2014  
*Policy Number*            7838-66-61 WCE  
*Insured*                    VILLAGE OF STEGER  
  
*Name of Company*        FEDERAL INSURANCE COMPANY  
*Date Issued*                JULY 9, 2014

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#### LOCATION(S)

See Schedule Of Locations On File With  
Company Dated 05/02/2013.



## Boiler & Machinery

### Schedule of Forms

<i>Policy Period</i>	OCTOBER 1, 2014 TO OCTOBER 1, 2015
<i>Effective Date</i>	OCTOBER 01, 2014
<i>Policy Number</i>	7838-66-61 WCE
<i>Insured</i>	VILLAGE OF STEGER
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JULY 9, 2014

The following is a schedule of forms issued with the policy at inception:

<i>Form Name</i>	<i>Form Number</i>
IMPORTANT NOTICE	43-10-0326 (04/07)
IMPORTANT NOTICE TO POLICYHOLDERS - TRIPRA	99-10-0732 (12/07)
IMPORTANT NOTICE - OFAC	99-10-0792 (09/04)
ILLINOIS POLICY INFORMATION NOTICE	99-10-0838 (05/05)
AOD POLICYHOLDER NOTICE	99-10-0872 (06/07)
INSURING AGREEMENT	43-02-0741 (12/08)
SCHEDULE OF LOCATIONS	43-02-0709 (06/04)
DECL	43-02-0740 (12/08)
EQUIPMENT SCHEDULE	43-02-0215 (03/91)
BOILER AND MACHINERY COVERAGE FORM	43-02-0214 (12/10)
ILLINOIS CHANGES	43-02-0249 (04/92)
ILLINOIS CHANGES - CONCEALMENT, MISREPRESENTA	43-02-0442 (07/96)
COMPLIANCE W/ APPLICABLE TRADE SANCTION LAWS	43-02-0704 (01/04)
SPECIAL PROPERTY PROVISIONS-FUNGUS	43-02-0705 (08/04)
OBJECT DEFINITION NO. 5-COMPREHENSIVE COVER	43-02-0216 (06/95)
BOILER & MACHINERY ENDORSEMENT CHANGES	43-02-0223 (12/95)
DATE RECOGNITION EXCLUSION ENDORSEMENT BM-3	43-02-0618 (07/98)
CAP ON CERTIFIED TERRORISM LOSSES	43-02-0681 (12/07)
AMMONIA CONTAMINATION DOLLAR DEDUCTIBLE ADDED	43-02-0794 (04/11)



# Boiler & Machinery

## Schedule

*Policy Period*                      OCTOBER 1, 2014 TO OCTOBER 1, 2015  
*Effective Date*                      OCTOBER 01, 2014  
*Policy Number*                      7838-66-61 WCE  
*Insured*                                  VILLAGE OF STEGER  
  
*Name of Company*                    FEDERAL INSURANCE COMPANY  
  
*Date Issued*                          JULY 9, 2014

This Endorsement applies to the following forms:

**BOILER AND MACHINERY COVERAGE FORM**  
Schedule Number 1

### LOCATION OF COVERED PROPERTY DESCRIBED BELOW:

See schedule of locations form 43-02-0709

### OBJECT DEFINITION ENDORSEMENT (S) FORM NUMBER

FORM NUMBER	SECTION	DEDUCTIBLE	DESCRIPTION
43-02-0216	A & B	\$2,500	Objects described in sections A & B of comprehensive coverage including production machinery

All other terms and conditions remain unchanged.

Authorized Representative





# Boiler & Machinery

## Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. - DEFINITIONS.

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### A. Coverage

1. **Covered Property** We will pay for direct damage to Covered Property caused by a Covered Cause of Loss. Covered Property, as used in this policy, means any property that:
- You own; or
  - Is in your care, custody or control and for which you are legally liable.

- 
2. **Property Not Covered** Covered Property does not include any:
- Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells used in conjunction with an electronic computer or electronic data processing equipment;
  - Data stored on this media; or
  - Programming records used for electronic data processing or electronically controlled equipment;
- whether or not the media or data is in actual use at the time of the "accident."

- 
3. **Covered Cause Of Loss** A Covered Cause of Loss is an "accident" to an "object" shown in the Schedule. An "object" must be in use or connected ready for use at the location specified for it at the time of the "accident."

- 
4. **Defense**
- If there is damage to property of another in your care, custody or control and for which you are legally liable, that was directly caused by an "accident" to an "object," we will have the right and duty to defend you against any "suit" alleging liability for damage to that property. However, we have no duty to defend you against any "suit" alleging liability for damage to property not covered by this Coverage Form.
  - If a claim or "suit" is brought against you alleging that you are liable for damage to property of another that was caused by an "accident" to an "object", we will either:
    - Settle the claim or "suit"; or
    - Defend you against the "suit" but keep for ourselves the right to settle it at any point.



## Boiler & Machinery

### **B. Exclusions**

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### **1. Ordinance Or Law**

Any increase in loss caused by or resulting from the enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation. As used here, increase in loss also includes expenses incurred beyond those for which we would have paid if no "hazardous substance" had been involved in the "accident."

#### **2. Earth Movement**

Any earth movement, including but not limited to earthquake, landslide, mudslide, subsidence or volcanic eruption.

#### **3. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

#### **4. War And Military Action**

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### **5. Flood**

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

#### **6. Spoilage Or Utility Interruption Coverage**

Lack of power, light, heat, steam or refrigeration.

#### **7. Explosion**

An explosion. However, we will pay for direct loss or damage caused by an explosion of an "object" of a kind specified in a. through g. below, if covered by this insurance and described on an Object Definitions endorsement that is a part of this policy, and is not otherwise excluded in this Section B.;

- (a) Steam boiler;
- (b) Electric steam generator;
- (c) Steam piping;
- (d) Steam turbine;
- (e) Steam engine;
- (f) Gas turbine; or
- (g) Moving or rotation machinery caused by centrifugal force or mechanical breakdown.

**C. Limits Of Insurance**  
(continued)

Any payment made under Section C. will not increase if more than one insured is shown in the Declarations.

**D. Deductible**

We will not pay for loss or damage resulting from any "one accident" until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance. If more than one "object" is involved in "one accident," only the highest Deductible will apply.

**E. Conditions**

**1. Loss Conditions**

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

c. Duties in the Event of Loss or Damage

- (1) You must see that the following are done in the event of loss or damage:
  - (a) Give us a prompt notice of the loss or damage. Include a description of the property involved.
  - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (c) Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the "accident" is removed. But you must take whatever measures are necessary for protection from further damage.
  - (d) Permit us to inspect the property and records proving the loss or damage. Also permit us to take samples of damaged property for inspection, testing and analysis.
  - (e) If requested, permit us to question you under oath, at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
  - (f) Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within 60 days after our request.



## Boiler & Machinery

### E. Conditions

#### 1. Loss Conditions (continued)

- (g) Cooperate with us in the investigation or settlement of the claim.
- (2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- d. Insurance Under Two or More Coverages  
If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage subject to the Limit of Insurance.
- e. Legal Action Against Us  
No one may bring a legal action against us under this policy unless:
  - (1) There has been full compliance with all the terms of this policy; and
  - (2) The action is brought within 2 years after the date of the "accident;" or
  - (3) We agree in writing that you have an obligation to pay for damage to Covered Property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.
- f. Loss Payable Clause
  - (1) We will pay you and the loss payee shown in the policy for loss due to an "accident" to an "object," as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.
  - (2) We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest.  
If we cancel we will mail you and the loss payee the same advance notice.
  - (3) If we make any payment to the loss payee, we will obtain their rights against any other party.
- g. Other Insurance
  - (1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this policy bears to the Limits of Insurance of all insurance covering on the same basis.
  - (2) If there is other insurance covering the same loss or damage, other than that described in (1) above, we will pay only the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not.  
In no case will we pay more than the applicable Limit of Insurance.
- h. Privilege to Adjust with Owner  
In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owners of that property will satisfy any claim of yours.



## Boiler & Machinery

### E. Conditions (continued)

#### 2. General Conditions

a. Additional Insured

If a person or organization is designated in this policy as an additional insured, we will consider them to be an insured under this policy to the extent of their interest.

b. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of any obligation under this policy.

c. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Policy without additional premium, the broadened coverage will immediately apply to this Policy if the revision is effective within 45 days prior to or during the policy period.

d. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

e. Cancellation

(1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

(2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

(4) Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

(5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

(6) If notice is mailed, proof of mailing will be sufficient proof of notice.

f. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

g. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period and up to three years afterward.



## Boiler & Machinery

### E. Conditions

#### 2. General Conditions (continued)

##### l. Premiums

The first Named Insured shown in the Declarations;

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

##### m. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact concerning:

- (1) This policy;
- (2) The Covered Property; or
- (3) Your interest in the Covered Property.

##### n. Suspension

Whenever an "object" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "object." This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "object" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "object."

If we suspend your insurance, you will get a pro rata refund of premium for that "object." But the suspension will be effective even if we have not yet made or offered a refund.

##### o. Transfer of Your Rights and Duties under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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### F. Definitions

1. "Accident" means a sudden and accidental breakdown of the "object" or a part of the "object." At the time the breakdown occurs, it must manifest itself by physical damage to the "object" that necessitates repair or replacement.

None of the following is an "accident:"

- a. Depletion, deterioration, corrosion or erosion;
- b. Wear and tear;
- c. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- d. Breakdown of any vacuum tube, gas tube or brush;
- e. Breakdown of any electronic computer or electronic data processing equipment;
- f. Breakdown of structure or foundation supporting the "object" or any of its parts; or



## Boiler & Machinery

### Endorsement

*Policy Period*                    OCTOBER 1, 2014 TO OCTOBER 1, 2015  
*Effective Date*                OCTOBER 01, 2014  
*Policy Number*                7838-66-61 WCE  
*Insured*                        VILLAGE OF STEGER  
  
*Name of Company*            FEDERAL INSURANCE COMPANY  
*Date Issued*                    JULY 9, 2014

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

### Illinois Changes

- A. CANCELLATION (Common Policy Conditions) is replaced by the following:
1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
  2.
    - a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
    - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
    - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
      - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
      - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
  3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
    - a. Nonpayment of premium;
    - b. The policy was obtained through a material misrepresentation;
    - c. Any insured has violated any of the terms and conditions of the policy;



## Boiler & Machinery

### Endorsement

Effective Date            OCTOBER 01, 2014

Policy Number            7838-66-61 WCE

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### Illinois Changes (continued)

#### Appraisal

If we and you disagree on the value of the property or the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser after receiving a written request from the other. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser, and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

E. The following is added to the LEGAL ACTION AGAINST US Condition:

The two year period for legal action against us is extended by the number of days between the date the statement of loss is filed with us and the date we deny the claim in whole or in part.

All other terms and conditions remain unchanged.

Authorized Representative





## Boiler & Machinery

### Endorsement

*Policy Period*                    OCTOBER 1, 2014 TO OCTOBER 1, 2015  
*Effective Date*                    OCTOBER 01, 2014  
*Policy Number*                    7838-66-61 WCE  
*Insured*                            VILLAGE OF STEGER  
  
*Name of Company*                FEDERAL INSURANCE COMPANY  
*Date Issued*                        JULY 9, 2014

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY POLICY

### **Illinois Changes - Concealment, Misrepresentation Or Fraud**

A. The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

#### **CONCEALMENT, MISREPRESENTATION OR FRAUD**

1. This Policy is void if you or any insured ("insured") at any time commit a fraud or conceal or misrepresent a fact in the process leading to the issuance of this insurance, and such fraud, concealment or misrepresentation is stated in the application or policy, including endorsement, and:
  - a. Was made with actual intent to deceive; or
  - b. Materially affected either our decision to provide this insurance or the hazard we assumed.

However, this condition will not serve as a reason to void this Policy after the Policy has been in effect for one year or one policy term, whichever is less.

2. This Policy is void if you or any other insured ("insured"), at any time, other than that described in paragraph 1., subsequent to the issuance of this insurance commit a fraud or intentionally conceal or misrepresent a material fact relating to:



# Boiler & Machinery

## Endorsement

*Policy Period*            OCTOBER 1, 2014 TO OCTOBER 1, 2015  
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*Insured*                    VILLAGE OF STEGER  
  
*Name of Company*        FEDERAL INSURANCE COMPANY  
*Date Issued*                JULY 9, 2014

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This Endorsement applies to the following forms:

BOILER AND MACHINERY COVERAGE FORM

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The following condition is added:

**Compliance With  
Applicable Trade  
Sanction Laws**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

Authorized Representative



# Boiler & Machinery

## Endorsement

*Policy Period*                    OCTOBER 1, 2014 TO OCTOBER 1, 2015  
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*Name of Company*                FEDERAL INSURANCE COMPANY  
*Date Issued*                        JULY 9, 2014

This Endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

### SCHEDULE

#### EXCLUDED LOCATION(S):

The Fungus Clean Up Or Removal Coverage does not apply to the following location(s):

Under Section A. Coverage, the following is added:

#### A. Coverage

##### *Fungus Clean Up Or Removal*

1. We will pay the costs you incur to clean up, remove, restore or replace Covered Property because of the presence of "fungus" at the "location(s)" shown in the Declarations.  
  
Such presence of "fungus" must be caused by or result from a Covered Cause of Loss.  
  
The most we will pay at the "location(s)" for the sum of all such covered costs that occur during each separate 12-month policy period is \$25,000.
2. This Fungus Clean Up Or Removal Coverage does not apply if the presence of "fungus":
  - a. Existed prior to the effective date shown in the Declarations;
  - b. Is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care, should have become aware, of the presence of "fungus";  
or



## Boiler & Machinery

### Endorsement

Effective Date            OCTOBER 01, 2014

Policy Number            7838-66-61 WCE

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- b.    other microorganisms; or
  - c.    mycotoxins, spores, or other by-products of the foregoing; or
2.    colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative



## Boiler & Machinery

### Endorsement

*Policy Period*            OCTOBER 1, 2014 TO OCTOBER 1, 2015  
*Effective Date*            OCTOBER 01, 2014  
*Policy Number*            7838-66-61 WCE  
*Insured*                    VILLAGE OF STEGER  
  
*Name of Company*        FEDERAL INSURANCE COMPANY  
*Date Issued*                JULY 9, 2014

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

### **Object Definition No. 5 — Comprehensive Coverage (Including Production Machinery)**

#### *Section A*

- A. "Object" means any:
1. Boiler, fired vessel, unfired vessel normally subject to vacuum or internal pressure other than weight of its contents, refrigerating and air conditioning vessels, and any metal piping and its accessory equipment;
  2. Mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.
- B. "Object" does not mean any:
1. Part of a boiler, fired vessel or electric steam generator that does not contain steam or water;
  2. Insulating or refractory material;
  3. Non-metallic "object;"
  4. Catalyst;
  5. Buried or underground vessel or piping;
  6. Buried or underground power transmission cable;
  7. Sewer piping;



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Effective Date            OCTOBER 01, 2014

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**Object**  
**Definition No. 5 —**  
**Comprehensive**  
**Coverage (Including**  
**Production Machinery)**

*Section A*  
*(continued)*

- H. For any "object" covered by this endorsement. Paragraph F.1.e of the definition of "Accident" in the BOILER AND MACHINERY COVERAGE FORM is replaced by the following:

Breakdown of any electronic computer or electronic data processing equipment, unless used to operate one or more insured "objects."

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*Section B*

"Object" means any "object" owned by a Public Utility as defined in Section A, paragraphs A and B in this endorsement, used solely to supply utility services to your premises, whether or not located on your premises.

Under the Limit of Insurance section, the following is added:

For any "object" owned by a Public Utility and covered under this Coverage Form, the Limit of Insurance will be \$1.00 and not as shown in the Declarations.

All other terms and conditions remain unchanged.

Authorized Representative

Date JULY 9, 2014



## **Boiler & Machinery**

### **Endorsement**

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This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

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### **Changes**

**YOUR NAME AMENDED**  
to read:

**YOUR ADDRESS AMENDED**  
to read:

**POLICY PERIOD AMENDED**  
to read:

**EXPEDITING LIMIT AMENDED** to \$100,000  
in lieu of \$25,000 provided in Paragraph 2(a) of Section C, Limits of Insurance.



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BOILER AND MACHINERY COVERAGE FORM

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It is agreed that the following is added to Section B. Exclusions of the Boiler and Machinery Coverage Form:

### **B. Exclusions**

18. *Exclusion of Certain Computer-Related Losses*
- A. We will not pay for ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
1. The failure, malfunction or inadequacy of:
    - a. Any of the following, whether belonging to any insured or to others:
      - (1) Computer hardware, including microprocessors;
      - (2) Computer application software;
      - (3) Computer operating systems and related software;
      - (4) Computer networks;
      - (5) Microprocessors (computer chips) not part of any computer system; or
      - (6) Any other computerized or electronic equipment or components; or
    - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;





## Boiler & Machinery

### Endorsement

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*Name of Company*                      FEDERAL INSURANCE COMPANY  
*Date Issued*                              JULY 9, 2014

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This Endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

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A new section titled Terrorism Provisions is added to the end of this contract.

### Terrorism Provisions

#### Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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A new section titled Terrorism Definitions is added.

### Terrorism Definitions

#### Certified Act Of Terrorism

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

1. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and



## **Boiler & Machinery**

### **Endorsement**

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This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

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#### **SCHEDULE**

AMMONIA CONTAMINATION DOLLAR DEDUCTIBLE:    \$2,500

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**Policy language follows**



## Boiler & Machinery

### Endorsement

Effective Date            OCTOBER 01, 2014

Policy Number            7838-66-61 WCE

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Under Section D. Deductible, the following is added:

#### **D. Deductible**

##### **Ammonia Contamination**

For Covered Property damaged, contaminated or polluted by ammonia as a result of an "accident" to an "object", we will pay the amount of loss or damage from any "one accident" in excess of the Dollar Deductible shown in the Schedule above, subject to the applicable Limit Of Insurance.

All other terms and conditions remain unchanged.

Authorized Representative



## *IMPORTANT NOTICE*

This policy may contain a Fungus exclusion which may result in high out-of-pocket expense to you.

Such Fungus exclusion does not apply:

- to ensuing loss or damage caused by or resulting from a covered cause of loss; or
- to the extent insurance is provided under the Fungus Clean Up Or Removal Coverage, if contained in this policy.

The Fungus Clean Up Or Removal Coverage applies to the costs you incur to clean up, remove, restore or replace Covered Property because of the presence of fungus subject to a \$25,000 automatic annual aggregate limit of insurance. This automatic limit of insurance may be increased, subject to underwriting.

The Fungus coverage does not apply if the presence of fungus:

- is at a "location" we specifically exclude for fungus coverage;
- is not reported to us as soon as possible in writing; or
- existed prior to the effective date of this insurance.



## **IMPORTANT NOTICE TO POLICYHOLDERS**

### **TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

**Please note that if your policy:**

- *provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.*
- *is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.*

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



## **IMPORTANT NOTICE TO POLICYHOLDERS**

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**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

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Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



## **IMPORTANT NOTICE**

### **Illinois Policy Information Notice**

Section 143c of the Illinois Insurance Code requires that we notify you of the addresses of our company's complaint department and the Illinois Insurance Department Customer Service Section. They are:

Chubb Group Of Insurance Companies

Attn: Customer Complaint Coordinator

15 Mountain View Road

P.O. Box 1615

Warren, New Jersey 07061-1615

Illinois Department of Insurance

Customer Service Section

320 West Washington Street

4<sup>th</sup> Floor

Springfield, Illinois 62767

Please include in any correspondence your policy number, policy period, and the name and address of your agent or broker. Thank you.



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## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.



## Equipment Breakdown / Boiler & Machinery Insurance

*Tailored protection for businesses in one portfolio.*

Equipment Breakdown insurance, sometimes referred to as boiler and machinery insurance, covers the costly physical and financial damage that can result from an equipment breakdown. Equipment Breakdown insurance can pay for:

- Direct Property Loss – the cost to repair or replace damaged equipment;
- Lost business income and costs for temporary replacement equipment;
- Other expenses incurred to limit the loss or speed restoration of operations;
- The loss value of spoiled products or materials caused by a covered breakdown;
- Business recovery expense

Equipment is different than other types of property because it is continuously evolving with technological advancements presenting new risks. This means that you need an equipment insurer familiar with these developments who works to ensure that your coverage keeps up-to-date with the rapid pace of technological change. Insurance professionals appreciate this distinction. In a recent study conducted by an independent market research firm agents and brokers ranked the quality of our Equipment Breakdown coverage higher than other equipment breakdown insurers.

You should pay particular attention to this specialty coverage because standard property forms typically exclude the very losses that equipment breakdown insurance is designed to cover:

- Mechanical breakdown;
- Electrical arcing;
- Artificially generated electrical currents;
- Centrifugal force;
- Boiler overheating, cracking, bulging, sagging;
- Bulging, cracking or collapse of pressure vessels, such as water heaters, compressed air tanks, steam cookers and kettles, expansion tanks and condensate return tanks.

## EQUIPMENT BREAKDOWN INSURANCE FAQ (FREQUENTLY ASKED QUESTIONS)

Equipment Breakdown Insurance works a lot like other types of commercial insurance. But when some people hear the old phrase "boiler and machinery" they think they have to be an engineer to understand it. Actually, it's pretty simple. These FAQs will be helpful if you're just getting started.

### What Is Equipment Breakdown Insurance?

Equipment Breakdown Insurance pays for financial loss incurred when equipment breaks down suddenly and accidentally. Equipment is subject to unique hazards such as power surges, short circuits, centrifugal force, motor burnout, and mechanical breakdown. Equipment breakdown insurance covers equipment accidents from these risks of loss.

### What Does It Pay for?

It pays the cost to repair or replace damaged equipment. It can also cover business income losses and the costs you incur to speed restoration of business operations when breakdown interrupts your operations. Many of our customers buy spoilage coverage to protect substantial values of perishable goods that spoil as a consequence of a breakdown.

### Why Do I Need Equipment Breakdown Coverage?

Because the costs of breakdown can be significant and these breakdowns occur often enough for there to be a legitimate risk to your organization's financial health or to the profits of your business.

### Who Needs It?

If your business or organization owns, operates or depends upon some type of equipment to generate revenue, you need equipment breakdown insurance. Do you use electricity? Do you heat, cool or refrigerate your premises? Do you have communication networks? Do you manufacture or process goods? Do you use equipment to sell, deliver service or help you keep track of sales? Do you use a lot of hot water? If so, you need equipment breakdown insurance.

### Doesn't Business Property Insurance Already Cover This?

Property insurance covers many standard perils, such as fire. But even "all risk" property coverage wasn't designed to pay for equipment accidents from the unique causes of equipment failure such as short circuits, centrifugal force or mechanical breakdown. Equipment breakdown coverage is specially designed to pay for damage caused by these risks. Because standard property policies don't cover equipment breakdown you need to ask to make sure it is included.

### I Don't Have a Boiler, Why Do I Need It?

Equipment breakdown covers many types of equipment. It protects electrical systems, air conditioning and refrigeration, mechanical equipment, modern office equipment in addition to heating systems such as boilers. That's why "Equipment Breakdown Insurance" is a better description than "Boiler and Machinery Insurance."

## How Is This Different from Warranties or Service Contracts?

Warranties and service contracts are important but they don't cover many of the common causes of equipment breakdowns. Maintenance contracts cover routine service such as cleaning or adjustment. But they don't pay for damage due to operator error, the cause of over 35% of equipment breakdowns. Equipment breakdown insurance does. Warranties and maintenance contracts also don't pay for business interruption or income loss resulting from breakdown. Nor do they pay for spoilage, damage to surrounding property or extra expenses to restore operations. Equipment breakdown insurance can cover all these risks.

## I'm a Tenant, Do I Need It?

You don't have to own a building to face an equipment breakdown risk. If you are a tenant you still have equipment such as phone systems, fax machines, computers, air conditioners and an electrical system. These types of equipment do fail and even a modest loss can be painful to a business. Your lease may also make you responsible for other equipment that services your premises. Lastly, your operations and income are dependent upon equipment of others. If the electrical, heating or cooling system of your landlord broke down, the interruption of those services can impact you. The right equipment breakdown coverage can protect you in this contingency.

Equipment Breakdown insurance is among the broadest in the industry. Not only do we offer a broader range of coverage, we insure many types of equipment that many other companies exclude. Far from insuring just "boiler and machinery" we cover many kinds of equipment, including:

- Boilers, pressure vessels, water heaters
- Electrical distribution systems
- Heating and cooling systems
- Refrigeration (including lost refrigerant)
- Production equipment
- Office equipment
- Computer technology
- Computer controlled machines such as CNC machines and robotics
- Communications systems, including phone and voice-mail systems
- Security and fire detection systems
- Ovens, stoves, furnaces
- Elevators, escalators, cranes, hoists and lifts
- Cash registers and inventory control systems
- Diagnostic equipment
- And more

Equipment Breakdown policies offer more than just insurance. We provide services to help you meet local inspection requirements and get back into business if you do experience a breakdown. These include:

- Jurisdictional inspections of boilers and pressure vessels, required by virtually all states and municipalities, are a built-in benefit of Equipment Breakdown coverage. Some insurance companies don't include this service, or they charge extra for it.
- Loss prevention services designed to help business owners improve equipment operation and maintenance programs to prevent losses that can impair production or service capabilities.
- Claim service to help you more swiftly restore business operations following a breakdown.

 **AIA**<sup>®</sup> Document B101<sup>™</sup> – 2007

**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the day of September in the year Two Thousand Fourteen  
*(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 Steger  
35 West 34th Street  
Steger, IL 60475

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

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

Planera Architects  
18225 Morris Avenue  
Homewood, IL 60430

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

Architect of Record for  
Miscellaneous and ongoing Professional Architectural Services  
Including but not limited to:  
New Construction, Additions, Renovations and Protection Health Safety

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

| To be determined.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| To be determined.

.2 Substantial Completion date:

| To be determined.

§ 1.3 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.

Init.

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

§ 2.3 The Architect shall 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.

§ 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:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

1,000,000

.2 Automobile Liability

1,000,000

.3 Workers' Compensation

500,000

.4 Professional Liability

1,000,000

### 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 for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 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.

§ 3.1.6 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.

§ 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's 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 on the Owner's approval of the preliminary design, 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, and preliminary building plans, sections and elevations; and may include some 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.

§ 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.

§ 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 program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the 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 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner 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.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; 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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 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 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 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 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. If the Owner and Contractor 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, 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, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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. 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 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. 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.

§ 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 Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the 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, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to 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 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.

§ 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; and (3) 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.

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 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional 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		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		

Init.

§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 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.

To be determined per project demands.

§ 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;
- .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 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.

Init.

§ 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 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;
- .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 an extensive number of 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 60 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.

§ 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 submittal of the Contractor
- .2 ~~( )~~ visits to the site Eight hours per week ( 8 ) 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 ~~( )~~ two ( 2 ) 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 ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. 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.

§ 5.2 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. 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 Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 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.

§ 5.5 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.

§ 5.6 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 as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 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.

## 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 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based

on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. 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.

§ 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 author 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.

## 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 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.

§ 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.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

### § 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.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the 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 the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 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 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.

§ 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.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 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.

§ 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.

§ 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.

§ 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.)*

	<u>Additions, Renovations, Protection Health Safety</u>	<u>New Construction unrelated to Existing Buildings</u>
<u>Design and Construction documents:</u>	8% of actual construction costs	6% of actual construction costs
<u>Construction Related Services</u>	2% of actual construction costs	2% of actual construction costs

§ 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.)*

Percentage of construction cost.

§ 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.)*

2.5 times employees direct wage expense.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

1.5 times amount invoiced to the Architect for design, coordination and administration services.

§ 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	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>thirty-five</u>	percent (	<u>35</u>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<b>Employee or Category</b>	<b>Rate</b>
<u>Principal</u>	<u>\$150/hr</u>
<u>Senior Architect</u>	<u>\$120/hr</u>

<u>Architect</u>	<u>\$95/hr</u>
<u>Technician</u>	<u>\$65/hr</u>
<u>Field Technician</u>	<u>\$75/hr</u>
<u>Clerical</u>	<u>\$55/hr</u>

Subject to yearly review.

### § 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 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 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 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

### § 11.9 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 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:

### § 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 upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) 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.)

%

§ 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

Special terms and conditions that modify this Agreement are as follows:

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User Notes:

(1734563914)

**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:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

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

**OWNER**

Village of Steger

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

**ARCHITECT**

Planera Architects



\_\_\_\_\_  
*(Signature)*

Mario Planera, President

\_\_\_\_\_  
*(Printed name and title)*



**DEL GALDO LAW GROUP, LLC**  
*Attorneys & Counselors*

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1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

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**• MEMORANDUM •**

TO: MICHAEL TILTON, VILLAGE ADMINISTRATOR  
FROM: AMBER MUNDAY, ESQ.  
DATE: SEPTEMBER 12, 2014

**SUBJECT: SPRINT PROPOSED LEASE FOR HOPKINS AVENUE CELL TOWER**

After relaying the concerns of the Village President and Board of Trustees to Sprint, Sprint has provided the Village with a revised proposal for its lease of the Hopkins Avenue cell tower. This memorandum summarizes the terms of the revised proposal.

- 1) Base Rent. Sprint has agreed to a monthly rental fee of \$2,500 in year one and an agreement that the rental fee will increase by three percent (3%) annually throughout the term of the lease.
- 2) Rent Free Due Diligence. Sprint has offered to limit its inspection period at the site from 18 months to 90 days. Sprint would begin paying the monthly rental fee after this 90 day inspection period or, if earlier, on the date that Sprint begins construction at the site.
- 3) Termination Right. Sprint has offered to pay the Village the equivalent of three (3) months' rent if it terminates the lease prior to the end of the term. Sprint will not agree to give the Village a right to terminate the lease early. This is consistent with the US Cellular agreement.
- 4) Sublease; Assignment. Sprint will agree to make all assignments and subleases of the lease subject to the Village's consent provided that the Village agrees to act on a request for consent within 30 days. If the Village doesn't respond within the 30 day period, the request will be deemed to have been approved. Any denial of a request for consent would have to be supported by reasonable factors.
- 5) Representations & Warranties. Sprint has agreed to limit all of the representations and warranties of the Village to statements that are made "to the best of the Village's knowledge." These representations are that, to the best of the Village's knowledge, the site complies with all laws, has adequate utilities and is free of hazardous substances.

If the Village agrees to the terms of the proposed lease with Sprint, then the Village will need to enter into an agreement with Sprint and US Cellular to govern the termination of US Cellular's lease and the transition of the site. Sprint will provide the Village with a draft of that three-party agreement once we have an agreement in principle on the terms of the Sprint lease.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.



SITE AGREEMENT

Site Name: Steger DT

Site ID #: CH51XC123

This Site Agreement ("Agreement") is entered into as of by SprintCom, Inc., a Kansas corporation ("Sprint" or "Tenant") and Village of Steger, a municipal corporation, ("Village"), referred to collectively herein as "Owner". Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on Exhibit A attached ("Owner's Property"). Subject to the provisions of Section 2 below regarding the Due Diligence Period, Owner leases to Sprint the site (consisting of a portion of Owner's Property) described below [Check all appropriate boxes]:

- Land consisting of approximately 12 x 20 square feet for construction of:
shelters and/or base station equipment and
antenna support structure;
Building interior space consisting of approximately square feet for placement of shelters and/or base station equipment;
Building exterior space consisting of approximately square feet for placement of shelters and/or base station equipment;
Building exterior space for attachment of antennas;
Tower space between the foot and foot level on the tower for attachment of antennas;

generally in the location(s) shown on Exhibit B attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Sprint (the "Site"). The Site may be used by Sprint (and/or any of its affiliated entities) for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Sprint's personal property and are not fixtures. Any visual or textual representation of the Facilities on Exhibit B is illustrative only, and does not limit the rights of Sprint as provided for in this Agreement. Sprint will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

2. Term. This Agreement becomes effective on the date that both Owner and Sprint have executed this Agreement ("Effective Date"). Tenant's lease term shall commence, if at all, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy, if any, (the "Term") is 5 years, commencing on the "Term Commencement Date" which is defined as the earlier to occur of: (a) the date that Sprint commences construction of the Facilities; or (b) 18 months, 90 days after the Effective Date. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides Owner with notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. The Due Diligence Period is defined as the time between the Effective Date and the Term Commencement Date. During the Due Diligence Period, Sprint will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Sprint's discretion to determine the physical condition, suitability and feasibility of the Site. If Sprint determines, in its discretion, that the Site is not appropriate for Sprint's intended use (or if Sprint otherwise decides, for any reason or no reason, not to commence the lease Term), then Sprint may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period. Owner acknowledges that, prior to the Term Commencement Date, Sprint has limited access to, but no ownership or control of, any portion of Owner's Property and that Sprint's access during the Due Diligence Period shall not cause Sprint to be considered an owner or operator of Owner's Property or the Site for purposes of environmental laws or otherwise.

3. Rent. Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of \$750.00 (\$2,500.00 with 3% annual escalation). Rent for any partial months will be prorated based upon a 30-day month. Notwithstanding anything contained in this Section, Tenant's obligation to pay rent is contingent upon Tenant's receipt of Owner shall remit to Tenant an IRS

approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the address shown underneath Owner's signature.

4. Title and Quiet Possession. Owner represents and warrants to Tenant and further agrees that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Owner will not have unsupervised access to the Site or to the Facilities except as required to protect the public health, safety or welfare in an emergency. Notwithstanding anything to the contrary in Section 4 of this agreement, if an emergency situation exists which Owner reasonably determines, in its reasonable discretion, to be attributable to the Facilities, Owner must immediately notify Tenant orally and Tenant will act diligently and expeditiously to remedy the emergency situation (Property Services Hotline: 800-357-7641, 7 am to 6 pm Central Time; after hours emergencies call the NOCC, 888-859-1400). Should Tenant fail to remedy the emergency situation as soon as thereafter as practicable and only if the emergency poses a immediate threat to either life, human safety or is likely to result in significant property damage, then Owner may enter the Site to take whatever commercially reasonable action is necessary in order to avoid the consequence of the emergency situation, provided however, Owner must not: (i) interfere with the Facilities in any way; (ii) move or remove the Facilities; (iii) disconnect the power of any other utilities or services serving the Facilities; (iv) make any repairs to the Facilities; or (v) otherwise make contact with the Facilities. Immediately following entry by Owner, Owner must notify Tenant orally and followed promptly by written notice, that Owner entered the Site and describe the actions taken by Owner at the Site due to emergency.

5. Assignment/Subletting. Tenant has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement without notice to or consent of Owner only with the prior written consent of Owner which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant will have the right, without 30 day written notice to or consent of Owner, to sublease (or otherwise transfer or allow the use of) all or any portions of the Site or assign its right under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint", or "Sprint PCS", or "Nextel" brand name or any successor brand name(s) or other brand names used or licensed by Tenant's parent corporation ("Contract Affiliates"); or (d) any successor entity in a merger or consolidation involving Tenant. Owner will not be entitled to any additional rent or other fees for its review or approval. If Owner does not respond in writing to Tenant within 30 days following Tenant's request for approval, the request will be deemed to have been approved in all respects by Owner.

6. Notices. All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice). Notices to Tenant are to be sent to: Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a mandatory copy to: Sprint Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn: Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Tenant may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site,

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Owner Initials:
Tenant Initials:

the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant will remove the above-ground Facilities, and will remove any foundation down to one foot below grade level.

**8. Compliance with Laws.** ~~To the best of Owner's knowledge, all improvements located thereon are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable government authorities. Owner represents and warrants to Tenant that Owner's Property (including the Site) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site.~~

**9. Interference.** Tenant will resolve technical interference problems that the Facilities might cause (i) with other equipment located at the Site on the Effective Date, or (ii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and each future date. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.

**10. Utilities.** ~~To the best of Owner's knowledge, Owner represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available or near the Site. Owner represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available at or near the Site. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term, and Owner will execute, at no cost to Tenant, Owner, either Party or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site.~~

**11. Termination.** Notwithstanding any provision contained in this Agreement to the contrary, ~~Tenant, either party, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering, delivering upon (60) sixty days prior written notice to Owner, the other party. Owner, then Tenant will pay Owner a termination fee in the amount of (3) months rent.~~

**12. Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

**13. Indemnity.** Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.

**14. Hazardous Substances.** ~~Owner represents and warrants to Tenant that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). To the best of Owner's knowledge, it represents no substance, chemical or waste, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"), is affecting Owner's property. Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and~~

all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Tenant will indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.

**15. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.

**16. Property Taxes.** Tenant will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay prior to delinquency, all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment and a completed Tax Increase Worksheet in the form of Exhibit C attached, Tenant will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Tenant's satisfaction, is directly and solely attributable to any improvements to the Site made by Tenant.

**17. Insurance.** During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate, and will make the other party an additional insured on such policy. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Alternatively, each party will have the option of providing the requesting party with evidence of such coverage electronically, by providing the requesting party with a Uniform Resource Locator ("URL") link to access such party's Memorandum of Insurance website. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party.

**18. Maintenance.** Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of Owner's Property in a proper operating and reasonably safe condition.

**19. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of Agreement in the form of Exhibit D, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon

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Site Name: Steger DT

Site ID #: CH51XC123

arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**20. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C, and D and \_\_\_\_\_.

Address: 35 West 34<sup>th</sup> Street  
Steger, IL  
60475

Contact Phone Number: 708-754-3395

Email address: \_\_\_\_\_

See Addendum to Site Agreement for continuation of Owner signatures

**OWNER:**  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Taxpayer ID: \_\_\_\_\_

**TENANT:**  
*SprintCom, Inc.*  
a Kansas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

July 18, 2014

Dave Toepper  
Village of Steger  
35 W. 34<sup>th</sup> Street  
Steger, IL 60475

**Re: SCADA System Upgrades**

Per your request, TRI-R Systems Incorporated is pleased to provide a proposal for furnishing material for the SCADA System Upgrades.

- Furnish Wonderware InTouch run time only HMI software on existing computer.
- Configure basic monthly reports on existing computer using existing Microsoft Office.
- Furnish and install SCADA enclosure with Allen-Bradley CompactLogix PLC, spread spectrum radio, UPS, antenna, coax and cable at public works office to poll remotes and organize data for display on new InTouch HMI software.
- Furnish and install Allen-Bradley MircroLogix PLC, spread spectrum radio, UPS, antenna, coax and cable at Well #2. Equipment to be field mounted in existing control enclosure. Connect existing I/O to new PLC.
- Furnish and install Allen-Bradley MircroLogix PLC, spread spectrum radio, UPS, antenna, coax and cable at Well #3/Elevated Tank. Equipment to be field mounted in existing control enclosure. Connect existing I/O to new PLC.
- Furnish and install SCADA enclosure with Allen-Bradley MircroLogix PLC, spread spectrum radio, UPS, antenna, coax and cable at Elevated Tank. Antenna will be mounted outside of the elevated tank on a 1 ¼" mast. The Village is responsible for excavation and backfill on the exterior of the tank to facilitate antenna installation.

**Price: Fifty-Five Thousand (\$55,000.00) Dollars**

We recommend the addition of Win911 alarm dialer and Win911 mobile application software on the existing computer for alarm annunciating and calling. To furnish, install and provide programming for the alarm dialer software, please budget \$5,000.00.

If you would like to remove the elevated tank remote at this point, please deduct \$12,000.00

If you have any questions, please call.

Sincerely,  
TRI-R Systems Incorporated  
Ron Mack

## Cynthia A. Pauley

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**From:** Steger Wildcats <stegerwildcats@hotmail.com>  
**Sent:** Tuesday, September 02, 2014 10:25 AM  
**To:** Cynthia A. Pauley  
**Subject:** Wildcats annual bonfire

Cindy,  
We had a change in schedule or I would have gotten this to you much earlier.

Steger Wildcats football and Cheer would like to ask for the following for their annual potluck/ bonfire on Friday, September 26th 6-7:30pm

1. The assistance of the Steger Fire Dept. to start and extinguish the Wildcats' bonfire.
2. The assistance of the Steger Fire Dept. to stand by in case of an emergency
3. Permission to have fire wood delivered/donate and left at Veteran's Park on Wednesday, Thursday, and Friday the week of bonfire.
- ✓4. Request 4-6 extra picnic tables to be put by concessions
- ✓5. Extra trash cans by concession and near the football field to ensure cleanliness of the park during our event.

Steger Wildcats

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BUSINESS LICENSE APPLICATION

BUSINESS NAME: Strictly Business Motors Inc. ADDRESS: 3747 s. Chicago Rd.

APPLICANT'S NAME: Michael Casiano ADDRESS: 8178 w. 87th St.

CITY: Hickory Hills STATE: FL. ZIP CODE: 60482

BUSINESS PHONE: 708-923-9800 HOME PHONE: \_\_\_\_\_

TYPE OF BUSINESS: (Please explain your proposed operations, types of products and services include hours of operations and whether your business is wholesale or retail) \_\_\_\_\_

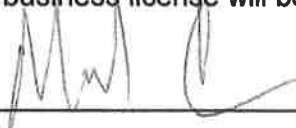
Used Car Dealership.  
will be offering mid-high end luxury vehicles  
for sale with bank financing and third party  
extended warranties

STATE TAX NO.: 4132-5591 THE VILLAGE OF STEGER MUST BE NAMED ON YOUR STATE TAX FORM AS RECEIPT OF SALES TAX

FLAMMABLE MATERIALS? : \_\_\_\_\_ INSIDE: \_\_\_\_\_ OUTSIDE: \_\_\_\_\_

PARKING SPACES: CUSTOMER: 6 HANDICAP: 1 EMPLOYEE: 3

Return completed application, along with \$50.00 fee to the Village Clerk's Office. The completed application will be presented to the Village Board for approval pending inspections. Once your business is set up, you must contact the Village Hall and set up for three (3) inspections (Fire, Building and Health). Once the inspections have been approved, your final business license invoice must be paid. Your final official business license will be hand delivered to your business.

Applicant's Signature:  Date: 9-10-14

FOR OFFICE USE ONLY

ZONING OF PROPERTY: \_\_\_\_\_

INSPECTIONS:	BUILDING	DATE: _____	APPROVED BY: _____
	FIRE	DATE: _____	APPROVED BY: _____
	HEALTH	DATE: _____	APPROVED BY: _____

BOARD APPROVAL: DATE: \_\_\_\_\_ 45 DAY TEMPORARY LICENSE EXPIRES: \_\_\_\_\_

INSPECTION FEES: AMOUNT PAID: 50<sup>00</sup> DATE PAID: 9/10/14 RECEIPT #: 6308db