

*VILLAGE OF*  
**STEGER**  
**BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**

**JULY 5, 2016**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES OF PREVIOUS MEETING
- E. AUDIENCE PARTICIPATION
- F. REPORTS
  - 1. Administrator
  - 2. Department Heads
    - a. Public Infrastructure/Code Enforcement Director
    - b. Fire Chief
    - c. Police Chief
    - d. EMA Chief
    - e. Community Center Director
    - f. Assistant Village Administrator/Human Resources Director
    - g. Housing and Community Development Director
  - 3. Attorney
  - 4. Treasurer
  - 5. Trustee/Liaison
  - 6. Clerk
  - 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE
  - Thank you note from Elaine Egdorf of the Drivin' the Dixie Committee
  - Bike Night/Car Show September 3<sup>rd</sup> 4-11pm Steger Commons
- I. OLD BUSINESS:

J. NEW BUSINESS:

**RESOLUTION NO. 1097**

**A RESOLUTION DECLARING CERTAIN REAL  
PROPERTY AS SURPLUS PROPERTY FOR THE  
VILLAGE OF STEGER, ILLINOIS.**

Surplus of Land

Approval of Village Mission Statement

A letter from Bloom Township Supervisor T.J. Somer requesting a donation for the annual Senior Picnic August 4<sup>th</sup> at Veterans Memorial Park and inviting Mayor Peterson to attend.

AIA Agreement between Village of Steger and Boarman Kroos Vogel Group, Inc. subject to attorney final approval.

6B Tax Incentive Renewal Resolution – 3240 Loverock Avenue.

Temporary Business License Application of House of Triumph Church at 12 W. 34<sup>th</sup> Place, pending inspections.

K. ADJOURNMENT

MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF TRUSTEES OF THE  
VILLAGE OF STEGER, WILL & COOK  
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 20<sup>th</sup> day of June, 2016 in the Municipal Building of the Village of Steger with the Village Clerk Carmen S. Recupito, Jr. attending with Mayor Kenneth A. Peterson presiding.

Village Clerk Carmen S. Recupito, Jr. called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Trustee Lopez was absent. Also present were Fire Chief Nowell Fillion, Police Chief Ken Boehm, Director of Public Infrastructure Dave Toepper, EMA Chief Tom Johnston, Housing and Community Development Director, Diane Rossi and Village Administrator Mike Tilton.

**AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS**

**MINUTES**

Trustee Perchinski made a motion to approve the minutes of the previous Board Meeting as all members have copies. Trustee Sarek seconded the motion. Voice vote was called; all ayes were recorded. Motion carried.

**AUDIENCE PARTICIPATION**

Dirk Wieringa of 41 W. 32<sup>nd</sup> Street approached the Board and discussed his carport. Mr. Wieringa has received two tickets for his carport which he's had for seven years. A Village ordinance allows for fourteen days for temporary structures. Mr. Wieringa explained that the frame is screwed into cement. Public Infrastructure Director Toepper will review the ordinance and get back to Mr. Wieringa.

Roger Wommack of the Drivin' the Dixie Committee thanked the Board and all that attended for participating in the event which was hugely successful.

**REPORTS**

**Village Administrator Mike Tilton** reported that the Enterprise Zone will be in effect July 1st. A 6.2% savings on state tax for redevelopment and new developments.

Another meeting is set for the Quiet Zone Study which has had some glitches to be worked out.

A developer is looking at the newly acquired property at Cottage Grove and Sauk Trail.

Progress is being made on the bike path project with support from the Illinois Senator President and Congresswoman.

The Shell gas station at Kings Road and 34<sup>th</sup> Street will be tearing down the old structure soon and completing the new building.

Amici's will reopen soon as a sports bar.

**Assistant Village Administrator/HR Director Mary Jo Seehausen** was absent.

**Director of Public Infrastructure Dave Toepper** reported that engineers will be in town this week to start engineering for about 2.5 miles of road. Work should be complete sometime in August.

Public Works has been out cleaning up around town, painting curbs, etc.

Housing court was this past Saturday. 15-20 properties are in court with an additional two added today.

**Fire Chief Nowell Fillion** reported thus far in 2016 the Fire Department has responded to 640 emergency runs.

Firefighter Rivera completed his TRA training and Inspector Atwood completed his Chief Fire Officer's training with the State.

**Police Chief Boehm** had no report.

**EMA Chief Tom Johnston** reported the new EMA ATV is available for inspection in front of the Firehouse.

**Community Center Director Diane Rossi** reported on the Summer Club which started June 20<sup>th</sup> with about 30 children. Community Center is looking for volunteers to assist with Summer Club as ten children are on the waiting list to join.

Mrs. Rossi reported that Kelly Plastering is working on the archway at the Community Center and should be painting tomorrow.

**Housing and Community Development Director Alice Peterson** had no report.

**Village Attorney Kurt Asprooth** had no report.

### **TRUSTEES' REPORTS**

**Trustee Buxton** Treasurer's Report is attached.

**Trustee Skrezyna** had no report.

**Trustee Lopez** was absent.

**Trustee Sarek** had no report.

**Trustee Perchinski** had no report.

**Trustee Joyce** had no report.

**CLERK'S REPORT** had no report.

**PRESIDENT PETERSON** Mayor Peterson reminded the Board that the Department Heads will have Mid-Year Budget Meetings June 21<sup>st</sup> with Trustee Buxton and himself.

Mayor Peterson thanked Roger Wommack for his efforts at the Drivin the Dixie event. Upcoming is the Steger Days of Music the second week of July. There will be a 5k race that weekend and interested runners can register now.

### **BILLS**

Trustee Skrezyna made a motion to pay the bills as listed. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Motion carried.

### **CORRESPONDENCE**

None

### **OLD BUSINESS:**

None

### **NEW BUSINESS:**

Trustee Perchinski made a motion to adopt Ordinance No. 1127 Establishing Prevailing Wages for the Village of Steger. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Buxton made a motion to adopt Ordinance No. 1128 Authorizing the Establishment of Stop Signs on 36<sup>th</sup> Street and Halsted and 37<sup>th</sup> Street and Halsted Street for the Village of Steger. Trustee Joyce seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Joyce made a motion to approve Resolution No. 1097 for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to accept the proposal for Construction Management Services by Grilli Construction, Inc. for the Steger Village Hall and Police Department Project. Mayor Peterson explained the need for Management Services and suggested "land acquisition" not be included in the "construction costs". With that clarification, Trustee Perchinski amended his motion. Roll was called and the following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Minutes of June 20, 2016– page 4

Trustee Perchinski made a motion to move K-plus drainage discussion to end of meeting. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Perchinski made a motion to change Steger Kiwanis Club's Peanut Day from September 23<sup>rd</sup> to September 30<sup>th</sup>, per Kiwanis' request. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Skrezyna made a motion to donate \$1,000 to the Steger Area Chamber of Commerce for Summer Faire to be held July 21-21. Trustee Sarek seconded the motion. Roll was called and the following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the request of Communities for Christ to hold its 11<sup>th</sup> Annual Steger Day of Prayer at the Halsted Boulevard Gazebo on Saturday June 3, 2017 and a set up day of June 2, 2017. Picnic tables and trash cans will be provided. Roll was called and the following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

K-Plus representative, Matt Berger discussed drainage issues in neighborhoods within the village. The K-Plus report was presented to all Board members for review. K-Plus discussed effective plans for short and long term relief.

Trustee Perchinski made a motion to adjourn to closed session to discuss the purchase of lease of real property for the use of the Public Body, pursuant to Section 29 (C)(5) of the Open Meetings Act. The motion was seconded by Trustee Sarek. Roll was called and the following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

**7:52pm**

Trustee Perchinski made a motion to return to the open meeting from closed session. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

There being no further business to discuss, Trustee Perchinski made a motion to adjourn. Trustee Joyce seconded the motion. Voice vote was called; all ayes. Meeting adjourned.

**MEETING ADJOURNED AT 8:02pm**

Minutes of June 20, 2016– page 5

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Kenneth A. Peterson, Jr., Village President

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Carmen S. Recupito, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	2013390	01-00-32902		COMPUTER IT	135.00
COM ED	84103 0616	01-00-33102		MONTHLY SERVICE	1543.80
COM ED	99093 0616	01-00-33102		MONTHLY SERVICE	4165.40
ALPINE VALLEY WATER, INC.	78054	01-00-33500		DRINKING WATER	24.00
WALTON OFFICE SUPPLY	295813-0	01-00-33500		OFFICE SUPPLIES	109.20
WALTON OFFICE SUPPLY	295893-0	01-00-33500		OFFICE SUPPLIES	8.94
PROSHRED SECURITY	100074468	01-00-33900		SHRED SERVICE	45.00
DEL GALDO LAW GROUP LLC	17938	01-00-34100		LEGAL SERVICES	10197.99
GIANOPOLUS, DENNIS G. P.C.	16621	01-00-34100		LEGAL SERVICES	3011.25
JOSEPH A SCHUDT & ASSOCIATES	0516160	01-00-34300		MILLER WDS/MWRD D	3400.00
CDW GOVERNMENT INC	DKG6417	01-00-37900		SURFACE PRO TILTO	2158.07
CDW GOVERNMENT INC	DKW0609	01-00-37900		SURFACE PRO EXT W	198.00
SOUTH SUBURBAN MAYORS & MANAGERS ASSOC	2016-3281	01-00-38800		DINNER MEETINGS	400.00
JOLYNDA REYES	062816	01-00-38840		MILEAGE REIMBURSE	94.28
STEGER AREA CHAMBER OF COMMERCE	2016	01-00-38900		DONATION TO SUMME	1000.00
CHICAGO METROPOLITAN AGENCY FOR PLANNING	F2017-241	01-00-38901		FY 2017 CONTRIBUT	178.91
SOUTH SUBURBAN MAYORS & MANAGERS ASSOC	2016-3281	01-00-38901		MEMBERSHIP DUES	4935.00
BAMBINO'S PIZZERIA	160056169002	01-00-38908		DRIVING DIXIE LUN	160.44
JOHNNY ON THE SPOT	105016	01-00-38908		PORT-A-POTTY	125.00
K-MART #7289	6181603542035	01-00-38908		ICE -DRIVIN THE D	21.90
TOTAL FOR FUND 01		DEPT. 00			31912.18
THE GORMAN GROUP LTD	264 E. 34TH ST	01-08-34500		APPRAISAL SERVICE	1000.00
RICHMOND APPRAISALS LLC	3200 LOVE ROCK	01-08-34500		APPRAISAL REPORT	525.00
TOTAL FOR FUND 01		DEPT. 08			1525.00
PETTY CASH	062916	01-09-38901		GLEN SHEPPARD MEM	79.94
TOTAL FOR FUND 01		DEPT. 09			79.94



PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
TOTAL FOR FUND 01				33517.12	
SMITHEREEN COMPANY	1341795	02-00-31100		BUILDING MAINTENA	225.00
MONARCH AUTO SUPPLY INC	6981-349023	02-00-31805		VEHCILE MAINT	80.32
MONARCH AUTO SUPPLY INC	6981-349150	02-00-31805		VEHICLE MAINT	64.98
HERITAGE F/S, INC.	69177	02-00-33300		GASOLINE	251.00
HENRY SCHEIN	31341990	02-00-33702		AMBULANCE SUPPLIE	122.40
BIO-TRON INC	36332	02-00-33703		MAINTCONTRACT	1800.00
CHUCK'S COMPRESSOR INC	969	02-00-33900		AIR QUALITY TEST	230.00
METRO PARAMEDIC SERVICES INC.	020-00259	02-00-34250		JULY 2016 PARAMED	20597.51
ILLINIS FIRE STORE	37466	02-00-37805		RUBBER BOOTS	162.92
WILL COUNTY FIRE CHIEF'S ASSOCIATION	138	02-00-38901		2016 MEMBERSHIP D	100.00
TOTAL FOR FUND 02			DEPT. 00		23634.13
TOTAL FOR FUND 02				23634.13	
GLOBAL FITNESS INC	160625108	03-30-31700		EQUIPMENT MAINT	225.00
UNIFIRST CORPORATION	062 0185728	03-30-32900		MATS MAINT	22.28
ICON PRINTING	12492	03-30-33400		PUNCH CARDS	58.00
ICON PRINTING	12492	03-30-33400		BROCHURES	200.00
A T & T	754-3690 06	03-30-33700		MONTHLY PAY PHONE	16.60
CENTRAL STATES AUTOMATIC SPRINKLERS, INC	19748	03-30-33703		SPRINKLER INSPECT	557.00
SMITHEREEN COMPANY	1340304	03-30-33703		EXTERIOR TREATMEN	725.00
TOTAL FOR FUND 03			DEPT. 30		1803.88
MERTS HVAC	085595	03-31-31100		WINDOW A/C REC BL	2239.00
TOTAL FOR FUND 03			DEPT. 31		2239.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
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TOTAL FOR FUND 03

4042.88

JAMES HERR & SONS 100130		04-00-31805		VEHICLE MAINT	70.76
JAMES HERR & SONS 100143		04-00-31805		VEHICLE MAINT	80.00
JAMES HERR & SONS 100247		04-00-31805		VEHCILE MAINT A/C	405.80
CARROT-TOP INDUSTRIES, INC 31127100		04-00-32900		FLAG	57.63
HERITAGE F/S, INC. 69177		04-00-33300		GASOLINE	1621.23
P. F. PETTIBONE & CO 70152		04-00-33400		BECK, CSO ID CARD	12.80
WALTON OFFICE SUPPLY 295853-0		04-00-33500		OFFICE SUPPLIES	67.16
A T & T 708 754-3593		04-00-33700		MONTHLY SERVICE	97.32
MOTOROLA SOLUTIONS-STARCOM13108 237314292016		04-00-33702		RADIO SERVICE	1386.00
MW LEASING COMPANY LLC L108956		04-00-33901		COPIER LEASE	547.49
GUARANTEED TECHNICAL SERV & CONSULT INC 2013390		04-00-34104		COMPUTER IT	720.00
TROTSKY INVESTIGATIVE POLYGRAPH INC. STEGER PD 16-03		04-00-34203		POLYGRAPH	130.00
BANICKI, DALE 062816		04-00-37302		BANICKI UNIFORMS	32.95
CHIEF/LAW ENFORCEMENT SUPPLY 145758		04-00-37302		FAJMAN UNIFORMS	277.19
DACAV INDUSTRIES 5294		04-00-37302		HILLMAN	38.00
DACAV INDUSTRIES 5294		04-00-37302		SMITH	38.00
DACAV INDUSTRIES 5294		04-00-37302		BASS	19.00
DACAV INDUSTRIES 5294		04-00-37302		BALSITIS	19.00
DACAV INDUSTRIES 5294		04-00-37302		BANICKI	38.00
DACAV INDUSTRIES 5294		04-00-37302		ELZA	19.00
DACAV INDUSTRIES 5294		04-00-37302		LACKEY	19.00
GALLS LLC 005596546		04-00-37302		BANICKI SHOES	59.26
GALLS LLC 005598549		04-00-37302		BANICKI UNIFORMS	15.35
GALLS LLC 005610163		04-00-37302		BANICKI UNIFORMS	26.30
JCM UNIFORMS 720179		04-00-37302		KOZINSKI UNIFORMS	418.53
JCM UNIFORMS 720590		04-00-37302		J BECK CSO UNIFOR	434.34
JCM UNIFORMS 720779		04-00-37302		FARKAS UNIFORMS	84.95

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
JCM UNIFORMS	72088	04-00-37302		ELZA UNIFORMS	162.94
RAY O'HERRON CO INC	1637331-IN	04-00-37800		LAPTOP MOUNT PCKG	263.37
MARLIN BUSINESS BANK	14196665	04-00-37900		TOUGHBOOKS	1034.42
CDW GOVERNMENT INC	DJS3090	04-00-37902		COMPUTER	1788.67
THOMSON REUTERS	834169506	04-00-38500		CRIMINAL & MOTOR	548.25
NORTH EAST MULTI-REGIONAL TRAINING INC	208478	04-00-38700		TACTICAL SHOOTING	300.00
NORTH EAST MULTI-REGIONAL TRAINING INC	51/401	04-00-38700		MANAGING FIELD TR	225.00
PATRICK ROSSI	062316	04-00-38840		CHIEF'S MEETING	40.00
CHICAGO HEIGHTS POLICE DEPARTMENT	062416	04-00-38910		PRISONER HOUSING	300.00
TOTAL FOR FUND 04		DEPT. 00			11397.71
HANUS, JAMES	051716	04-02-38840		MILES, MEALS REIM	235.91
TOTAL FOR FUND 04		DEPT. 02			235.91
TOTAL FOR FUND 04				11633.62	
REPUBLIC SERVICES #721	0721-005162570	06-00-15900		JUNE 2016 GARBAGE	50846.86
GALLAGHER MATERIALS CORP	639479MB	06-00-31204		PATCHING	775.29
MILLERS READY MIX	076149	06-00-31204		PATCHING	290.00
SHARPE WELL DRILLING INC	130627	06-00-31502		WELL PUMP	1790.00
C & M PIPE SUPPLY CO.,INC	3028	06-00-31506		SEWER MAINT	1659.80
C & M PIPE SUPPLY CO.,INC	3029	06-00-31506		MAINT TO SEWER	80.00
COMED	76056 0616	06-00-33100		MONTHLY SERVICE	150.70
COMED	67036 0616	06-00-33101		MONTHLY SERVICE	164.37
HERITAGE F/S, INC.	69177	06-00-33300		GASOLINE	727.90
FASTENAL COMPANY	ILSTE132466	06-00-33501		BLUE STAKE FLAGS	10.40
UNIFIRST CORPORATION	062 018373	06-00-33800		WEEKLY SERVICE	38.29
PLANTE & MORAN PLLC	1349771	06-00-34400		AUDIT FINANCIAL S	6350.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
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WATER RESOURCES INC	30637	06-00-37507		METER	306.82	
AIDE RENTALS & SALES	79330-2	06-00-37800		ASPHALT ROLLER	230.00	
ILLINOIS EPA BUREAU OF WATER	FY-2017	06-00-38901		ANNUAL NPDES FEE	1000.00	
TOTAL FOR FUND 06		DEPT. 00			64420.43	
TOTAL FOR FUND 06				64420.43		

WISE, IRENE	PA1879	07-00-22050		REFUND-SOLD VEHIC	20.00	
HALL SIGN , INCORPORATED	309471	07-00-31210		SIGNS (4)	142.90	
DESIDERIO LANDSCAPING LLC	8571	07-00-31214		TREE TRIM/REMOVAL	10089.00	
KEITHS POWER EQUIPMENT INC	44540	07-00-31800		BLADE SHARPEN	116.55	
KEITHS POWER EQUIPMENT INC	44616	07-00-31800		EQUIPMENT MAINT	133.90	
SHOREWOOD HOME & AUTO, INC.	185236	07-00-31800		MOWER TIRES	220.44	
SHOREWOOD HOME & AUTO, INC.	187223	07-00-31800		TOOLS WORK EQUIP	67.48	
SHOREWOOD HOME & AUTO, INC.	186991	07-00-31805		VEHICLE MAINT	78.76	
CRETE LUMBER & SUPPLY CO	B109578	07-00-33501		SHOP SUPPLIES	21.99	
FASTENAL COMPANY	ILSE132316	07-00-33501		SHOP SUPPLIES	8.10	
TYCO INTEGRATED SECURITY	26670085	07-00-33704		QUARTERLY SERVICE	170.28	
TYCO INTEGRATED SECURITY	26670086	07-00-33704		QUARTERLY SERVICE	166.26	
UNIFIRST CORPORATION	062 018373	07-00-33800		WEEKLY SERVICE	38.28	
INGALLS OCCUPATIONAL HEALTH	236679	07-00-34200		RANDOM TESTING	100.00	
K-PLUS ENGINEERING LLC	100223	07-00-34300		DRAINAGE ENGINEER	3605.00	
TOTAL FOR FUND 07		DEPT. 00			14978.94	
TOTAL FOR FUND 07				14978.94		

VISION SERVICE PLAN (IL)	JULY 2016	15-00-36901		MONTHLY PREMIUM	570.64	
TOTAL FOR FUND 15		DEPT. 00			570.64	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
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TOTAL FOR FUND 15 570.64

EMERGENCY VEHICLE TECHNOLOGIES							
3812		16-00-31801			SIREN AMPLIFIER	199.95	
COMPLETE AUTOGLASS REPLACMNT & REPR INC							
16273		16-00-31805			VEHICLE MAINT	80.00	
NAPA AUTO PARTS							
042150		16-00-31805			VEHICLE MAINT	66.50	
NAPA AUTO PARTS							
043046		16-00-31805			VEHICLE MAINT	36.44	
O'REILLY AUTO PARTS							
3414-387818		16-00-31805			VEHICLE MAINT	8.99	
O'REILLY AUTO PARTS							
3414-388312		16-00-31805			VEHICLE MAINT	16.89	
HERITAGE F/S, INC.							
69177		16-00-33300			GASOLINE	253.51	

TOTAL FOR FUND 16 DEPT. 00 662.28

TOTAL FOR FUND 16 662.28

BOARMAN KROOS VOGEL GROUP INC							
41981		25-00-34200			VLG HALL/P.D.	10903.84	

TOTAL FOR FUND 25 DEPT. 00 10903.84

TOTAL FOR FUND 25 10903.84

** TOTAL CHECKS TO BE ISSUED						164363.88	
01	CORPORATE					33517.12	
02	FIRE PROTECTION					23634.13	
03	PLAYGROUND/RECREATION					4042.88	
04	POLICE PROTECTION					11633.62	
06	WATER/SEWER FUND					64420.43	
07	ROAD & BRIDGE					14978.94	
15	LIABILITY INSURANCE FUND					570.64	
16	H.S.E.M.					662.28	
25	CAPITAL PROJECTS					10903.84	
TOTAL FOR REGULAR CHECKS:						164,363.88	



THE VILLAGE OF  
**HOMewood**

1893

*June, 2016*

*The Drivin' the Dixie*

*was a heart-warming success because of generous  
people like you.*

*For fifteen years we showcased the towns along  
the 100 year old route not only for a fun filled day  
but to learn about local history.*

*We are so grateful for your support and friendship.*

*Thank you.*

Village Hall  
2020 Chestnut Road  
Homewood, IL 60430  
Phone 708-798-3000  
Fax 708-798-4680

Village Manager's Office  
Phone 708-206-3377  
Fax 708-206-3496

Community Development  
and Building Department  
Phone 708-206-3385  
Fax 708-206-3947

Finance Department  
Phone 708-798-3000  
Fax 708-798-4680

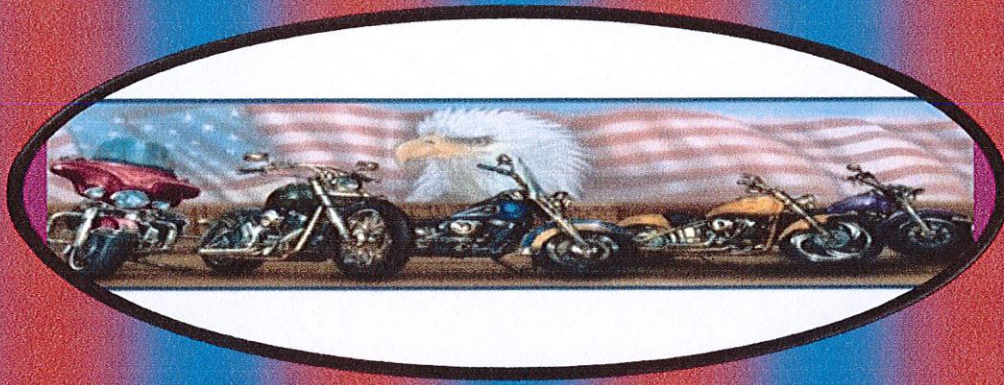
Fire Department  
17950 Dixie Highway  
Homewood, IL 60430  
Phone 708-206-3400  
Fax 708-206-3498

Police Department  
17950 Dixie Highway  
Homewood, IL 60430  
Phone 708-206-3420  
Fax 708-206-3497

Public Works Department  
17755 Ashland Avenue  
Homewood, IL 60430  
Phone 708-206-3470  
Fax 708-206-3499

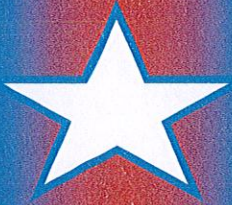
*Elaine E. Egdorf*

*Chair, Village of Homewood Heritage  
Committee*



# "Bike Night / Car Show"

SEPTEMBER 3, 2016



4 P.M. - 11 P.M.  
STEGER COMMONS  
34TH ST. STEGER IL



\$10 DONATION FEE FOR CARS/BIKES  
(CARS MUST BE 1991 OR OLDER)

Trophies for both Car and Motorcycle divisions

100% OF PROCEEDS WILL BE DONATED TO "THE FISHER HOUSE"

DJ  
FOOD & DRINK  
"KIDZ ZONE"



LIVE BANDS  
RAFFLES & 50/50  
VENDORS



**RESOLUTION NO. 1097**

STATE OF ILLINOIS            )  
                                          )  
COUNTIES OF COOK         )  
                                          )  
                                          )  
                                          )

**A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS  
PROPERTY FOR THE VILLAGE OF STEGER, ILLINOIS.**

**WHEREAS**, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village is the owner of certain parcels of real property which is described as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Property"); and

**WHEREAS**, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) (the "Code"), the corporate authorities of a municipality may authorize by resolution the sale or public auction of surplus public real estate; and

**WHEREAS**, information concerning the size, use and zoning of the Property is set forth on Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and, with the President, the "Corporate Authorities") determined and do hereby determine that the Property is no longer necessary or useful for the operations of the Village and further declare that it is not in the best interests of the Village or its residents to retain title to the Property; and



**WHEREAS**, in accordance with Section 11-76-4.1 of the Code, the Corporate Authorities deemed and do hereby deem the Property surplus property; and

**WHEREAS**, pursuant to Section 11-76-4.1 of the Code, the Corporate Authorities had the value of the Property determined by a written appraisal, which appraisal is available in the Village Clerk's office for public inspection during regular business hours; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to sell the Property, which sale shall be conducted by staff, independent contractors and/or agents of the Village (collectively, "Village Staff"); and

**WHEREAS**, the Corporate Authorities believe that it is in the best interests of the Village to authorize the President, the Village Attorney (the "Attorney") and Village Staff to take all necessary steps to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code; and

**WHEREAS**, the purchaser(s) of the Property (the "Purchaser") will purchase the Property for at least eighty percent (80%) of the appraised value; and

**WHEREAS**, the President is authorized to enter into and the Attorney is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**SECTION 1: Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**SECTION 2: Purpose.**

The purpose of this Resolution is to declare the Property surplus property, to authorize the sale and disposition of the Property by Village Staff and to authorize the President or his designee to take all steps necessary to carry out the terms of this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION TO SELL REAL PROPERTY**

**SECTION 3: Authorization.**

The Village Board hereby declares the Property surplus property and authorizes and directs Village Staff to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute applicable agreements for the sale of the Property, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also

authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Clerk or a designee of the same is further directed and authorized to publish this Resolution, at the first opportunity after its passage, in a newspaper published and of general circulation in the Village.

**SECTION 4: Other Actions Authorized.**

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the applicable agreements for the sale of the Property. Any and all actions previously performed by officials, employees and/or agents of the Village in connection with carrying out and consummating the transaction(s) contemplated by this Resolution are hereby authorized, approved and ratified by this reference.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**SECTION 5: Headings.**

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**SECTION 6: Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for

herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 7: Superseder.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 8: Publication.**

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**SECTION 9: Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Resolution No. 1097

PASSED this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Carmen S. Recupito, Jr., Village Clerk

PASSED this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

**EXHIBIT A**

**Parcel 1**

**Address:** 3200 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-025-0000

**Size of the Property:** Approximately 2,959 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 2**

**Address:** 3204 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-026-0000

**Size of the Property:** Approximately 2,835 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 3**

**Address:** 3206 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-027-0000

**Size of the Property:** Approximately 3,047 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 4**

**Address:** 3208 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-028-0000

**Size of the Property:** Approximately 3,108 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 5**

**Address:** 3210 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-029-0000

**Size of the Property:** Approximately 2,899 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 6**

**Address:** 3212 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-030-0000

**Size of the Property:** Approximately 3,139 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 7**

**Address:** 3214 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-031-0000

**Size of the Property:** Approximately 3,000 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 8**

**Address:** 3216 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-032-0000

**Size of the Property:** Approximately 3,0000 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

Resolution No. 1097

**Parcel 9**

**Address:** 3218 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-033-0000

**Size of the Property:** Approximately 3,000 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 10**

**Address:** 3220 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-034-0000

**Size of the Property:** Approximately 3,000 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Parcel 11**

**Address:** 3200 Love Rock Avenue, Steger, Illinois 60475.

**PIN:** 32-33-409-035-0000

**Size of the Property:** Approximately 3,000 Square Feet.

**Use of the Property:** Vacant land.

**Zoning for the Property:** M-1, Limited Manufacturing District.

**Terms of Sale of the Property:** The general terms of the sale of the Property will be at least eighty percent (80%) of the appraised value of the Property.



# VILLAGE OF STEGER

35 W. 34th STREET • STEGER, ILLINOIS 60475

(708) 754-3395 • Fax: (708) 754-1913

[www.VillageOfSteger.com](http://www.VillageOfSteger.com)

## Board of Trustees

---

Ernie Lopez, Jr. • Tim Perchinski • Lenny Skrezyna  
Michael Sarek • Ryan Buxton • William J. Joyce

**KENNETH A. PETERSON, JR.**

*Village President*

KPeterson@VillageOfSteger.org

**Carmen S. Recupito, Jr.**

*Village Clerk*

CRecupito@VillageOfSteger.org

**Michael Tilton**

*Village Administrator*

MTilton@VillageOfSteger.org

## VILLAGE OF STEGER MISSION STATEMENT

**Our mission is first and foremost to serve the citizens and visitors of Steger. We work for you. To provide residents, visitors and the business community with the highest quality municipal services in an efficient, courteous manner. To enhance the quality of life through planning and visionary leadership. To provide a safe, livable, and sustainable community for our present and future citizens.**

**We value leadership, innovation, creativity and initiative. We strive to be fair, friendly, and helpful. We stress excellence, integrity, accountability, and honesty. We recognize our most valuable resource, Our people and businesses.**

*"Where Progress is a Fact, Not A Promise"*



# BLOOM TOWNSHIP

COOK COUNTY, ILLINOIS

425 SOUTH HALSTED  
CHICAGO HEIGHTS, IL 60411  
708-754-9400  
(FAX) 708-754-6024

SUPERVISOR  
THOMAS J. SOMER

TRUSTEES  
CARLA MATTHEWS  
LARETTA PEREZ  
MICHAEL NOONAN  
KEVIN J. WATSON

CLERK  
LISA APRATI

ASSESSOR  
NORA MARTINEZ-GOMEZ

HIGHWAY COMMISSIONER  
JOSEPH PATRICK STANFA

June 10, 2016

Village President Kenneth Peterson Jr.  
Steger Village Hall  
35 W 34<sup>th</sup> St  
Steger, IL 60475

Dear Village President Peterson,

On behalf of the Bloom Township Board of Trustees and myself, I would like to extend a personal invitation for you to attend the Annual Senior Picnic on Thursday, August 4, 2016. This annual event will be held at the Bloom Township Veterans Memorial Park in Glenwood from 10:00 am to 3:00 pm

To help offset the expenses of this event, we would appreciate any contribution from your municipality, which will be represented at this function. Residents will receive a chicken box lunch, cold drinks, entertainment and door prizes.

We expect about 800 seniors to attend this occasion. The senior department has notified all of the senior clubs regarding this forthcoming picnic.

We hope your schedule will allow you to attend.

Sincerely,

Thomas "T.J." Somer  
Supervisor

*Last several  
years - Steger  
has donated  
\$200 to event*

# LOWIS & GELLEN LLP

ATTORNEYS AT LAW

Writer's Direct Dial:  
(312) 628-7181  
Writer's E-mail:  
eahto@lowis-gellen.com

Suite 1900  
200 West Adams Street  
Chicago, Illinois 60606  
Tel: 312.364.2500  
Fax: 312.364.1003

www.lowis-gellen.com

February 29, 2016

*Via US Mail Services*

Carment Recupito  
Village Clerk  
3320 Lewis Avenue  
Steger, IL 60475

**Re: 6B Tax Incentive Renewal Resolution - 3240 Loverock, Steger, IL**

Dear Carmen:

I am writing today to respectfully request a resolution extending the 6B Tax Incentive status for the above referenced property. Enclosed for your review, please find the original 6B Tax Incentive Application and the subsequent renewal application.

My client purchased the property to use as a staging area for his display company. The work is seasonal but does employ local residents. Part of the reason my client purchased the property was because it was receiving a 6B Tax Incentive. That incentive however is expiring shortly and we respectfully request that it be extended.

My client's business is seasonal and likely cannot support the real estate taxes without the reduction from having 6B Incentive Status. Without the 6B Incentive Status my client will likely be forced to move his business elsewhere. From the application you will note that he does have a storefront from which he can operate. Although not ideal, he may be forced to vacate the property until it is sold. He will then apply for a vacancy factor which would reduce the taxes even more than the 6B status. Again this is not the preferred outcome but a realistic one should the properties 6B Status not be renewed.

We therefore respectfully request the Village renew the above referenced properties, 6B Tax Incentive Status and approve a resolution stating such. Thank you in advance for your time and consideration. Should you have any questions regarding the above or the enclosed, please do not hesitate to contact me at (847) 682-5895.

Sincerely,

**LOWIS & GELLEN LLP**



Evan M. Ahto



**CLASS 6B/8  
RENEWAL APPLICATION**

Control Number

61262

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

**I. Identification of Applicant**

Name: John Panchisin Telephone: (847 ) 912-7222  
Address: 19 Middlebury Lane  
City, State: Lincolnshire, Illinois Zip Code: 60069  
Email Address: johnnyrockets@comcast.net

**Agent/Representative (if any)**

Name: Evan Ahto / Lewis & Gellen LLP Telephone: (312 ) 364-2500  
Address: 200 W. Adams, Ste. 1900  
City, State: Chicago, Illinois Zip Code: 60606  
Email Address: eahto@lowis-gellen.com

**II. Description of Subject Property**

Street address: 3240 Loverock  
City, State: Steger, Illinois Zip Code: 60475  
Permanent Real Estate Index Number (s): 32-33-409-049-0000

Formerly, prior to consolidating the PINS:  
32-33-409-036-0000 through 32-33-409-042-0000

(7 PINS)

Township: Bloom

OFFICE OF  
COUNTY ASSESSOR  
**RECEIVED**

FEB 29 2016

**INCENTIVES DEPT.**

**III. Identification of Persons or Entities Having an Interest**

See Attached for Response

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IV. Property Use**

See Attached for Response

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate the nature of the original development receiving the Class 6B/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

**VI. Employment**

How many permanent full-time and part-time employees do you now employ?

**On-Site:** Full-time: \_\_\_\_\_ Part-time: 2 - 4


**In Cook County:** Full-time: \_\_\_\_\_ Part-time: 2 - 4

**VII. Local Approval**

Local Approval is being requested and this application will be supplemented with the Resolution upon receipt.

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

Evan Ahto / Lewis & Gellen LLP I, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



\_\_\_\_\_  
Signature

02/29/2016

\_\_\_\_\_  
Date

Evan Ahto / Lewis & Gellen LLP

\_\_\_\_\_  
Print Name

Attorney/Agent for John Panchisin

\_\_\_\_\_  
Title

Revised November 4, 2014

### **III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

#### **Ownership:**

Name	Address	Ownership Interest	Type	Occupancy
John Panchisin	19 Middlebury Lane Lincolnshire, IL 60069	100%	Fee Simple	100% owner-occupied

#### **Legal Description:**

THE EASTERLY 90 FEET OF LOTS 12 TO 18 INCLUSIVE, IN BLOCK 19 IN KEENEY'S SUBDIVISION OF CHICAGO HEIGHTS IN THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **Description of Property:**

Land Size: 15,750 Square Feet (175' x 90') or ~.36 Acres

Building Size: 3,456 Square Feet

Office Space: 288 Square Feet

Warehouse: 3,168 Square Feet

#### **IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

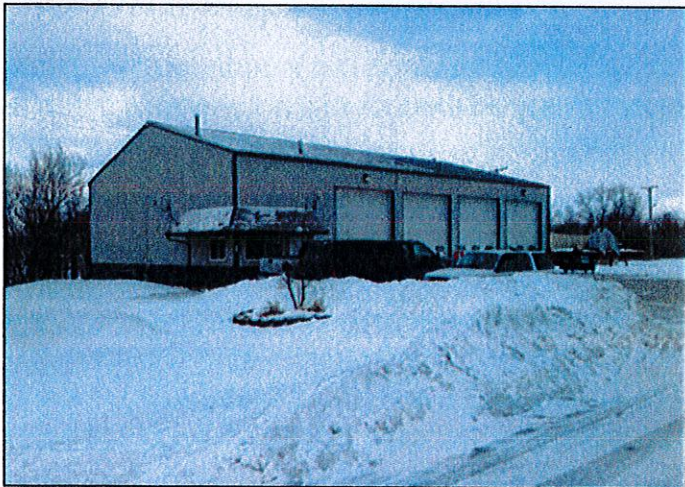
##### **Property Use:**

The initial 6B Application was submitted by the then current owner, Bruce & Rosanne DeJoris, for their business Granite Cartage Company, which stored and cut granite on the property. In 2009 the applicant, Mr. Panchisin, purchased the property from Bruce & Rosanne DeJoris. Mr. Panchisin is a licensed professional who designs, creates and performs professional pyrotechnic displays for villages, cities, municipalities and private events. Mr. Panchisin utilizes the facility to design, create and prepare his pyrotechnic displays and to store the equipment necessary to effectuate same. No actual pyrotechnics or explosive materials are kept on-site; just the design and field equipment needed to create such aerial displays. The actual pyrotechnics are kept off-site at Mr. Panchisin's store-front, Johnny Rockets, in Indiana.

Because of the nature of Mr. Panchisin's business and the fact that he does not market his services to the general public, there are no marketing or advertising materials associated with this business. His consumer firework sales (in Indiana) are marketed and advertised on billboards as you head into Indiana. The consumer sales however is an independent business and is not associated with, nor utilizes, any of the property subject to this renewal application.

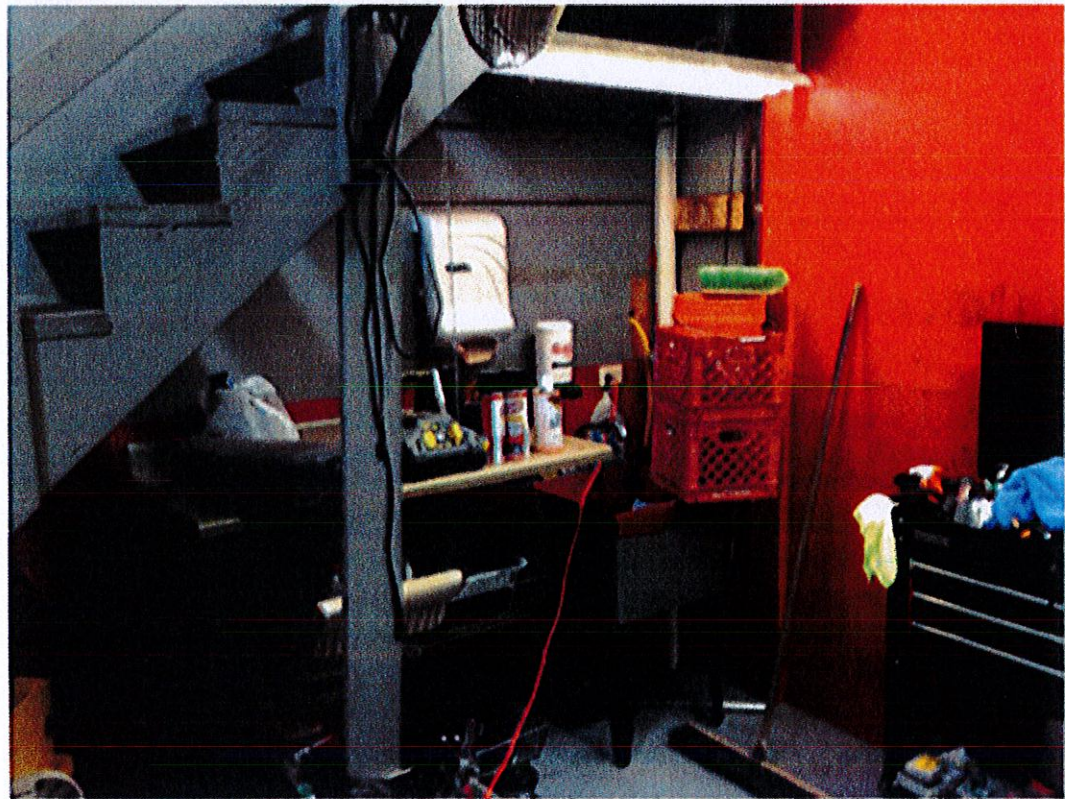
With respect to employee's, due to the nature of Mr. Panchisin's business being seasonal, Mr. Panchisin does employ several employees part-time during his busy seasons. Those employees are local residents and assist both at the property with preparing for the shows and loading the trucks, as well as off-site at the actual events themselves.

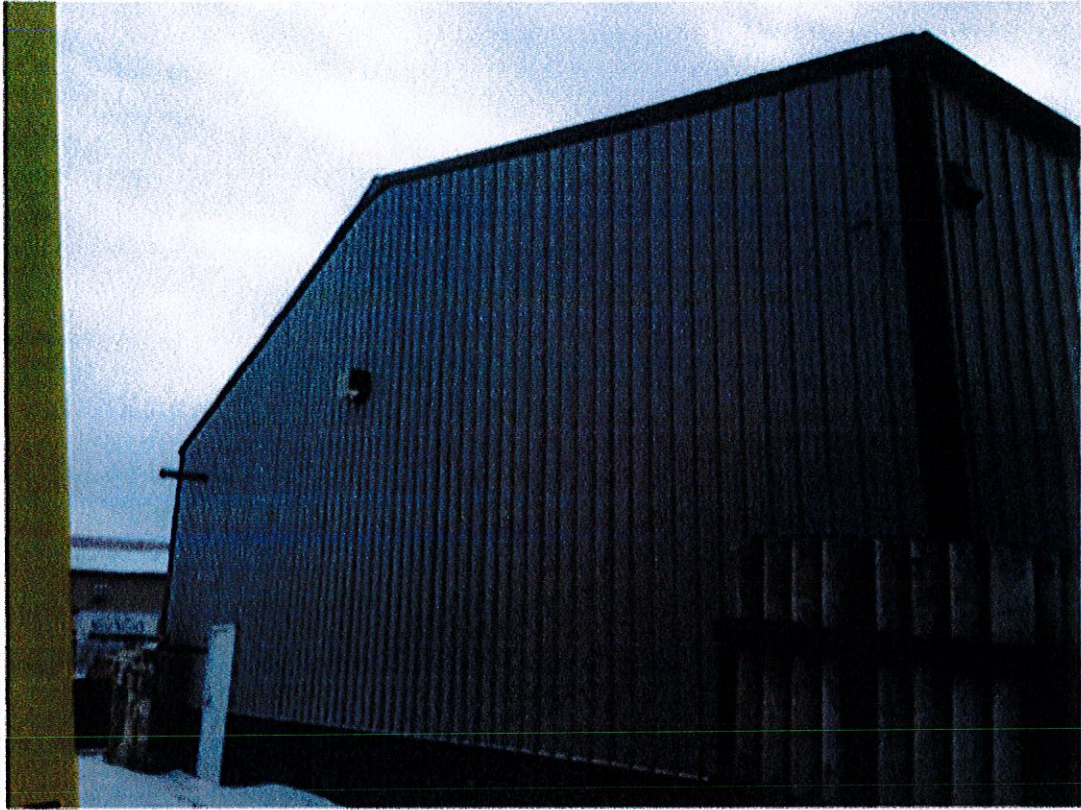
##### **Property Pictures:**











# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Evan Ahto / Lewis & Gellen LLP \_\_\_\_\_ as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:  
 Class 6b  Class 8 (industrial property)  Class 9
3. The Cook County Assessor's Office has issued the following control number regarding this application renewal (circle as appropriate), 61262.
4. I have reviewed the Code of Ordinances of Cook County, Cook County Living Wage Ordinance, as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):  
 Applicant is currently paying a living wage to its employees, as defined in the Ordinance.  
OR  
 Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Evan Ahto  
Agent's Signature

Evan Ahto / Attorney - Lewis & Gellen LLP  
Agent's Name & Title

200 W. Adams, Ste. 1900, Chicago, IL 60606  
Agent's Mailing Address

312-364-2500 x7181  
Agent's Telephone Number

John Panchisin  
Applicant's Name

19 Middlebury Lane, Lincolnshire, IL 60069  
Applicant's Mailing Address

johnnyrockets@comcast.net  
Applicant's e-mail address

Subscribed and sworn before me this 29th day of February, 20 16.

Arnaz M Bolling  
Signature of Notary Public

1/30/15



**EXHIBIT A**  
*(Please type or Print)*

**PIN(s)**

**Common Address**

32-33-409-049-0000

3240 Loverock Ave., Steger, Illinois 60475

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COUNTY ASSESSOR  
RECEIVED

FEB 29 2016

INCENTIVES DEPT.

LOWIS & GELLEN, LLP

64608

\*\*\* REMITTANCE ADVICE \*\*\*

REFERENCE	INVOICE DT	INVOICE NO	AMOUNT	DISCOUNT	NET AMT
CLASS 6B APPLICATION	02/29/16	53562501	500.00	.00	500.00
	CHECK TOTALS	----->	500.00	.00	500.00

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FEB 29 2016  
INVESTMENTS DEPT.

<p>64608</p> <p>LOWIS &amp; GELLEN, LLP ATTORNEYS AT LAW 200 W. ADAMS STREET, SUITE 1900 CHICAGO, IL 60606</p> <p>***** Five Hundred AND 00/100 DOLLARS *****</p> <p>BANK OF AMERICA 2-50-710</p>	<p>64608</p> <p>DATE 02/29/16 CHECK NO. 64608 AMOUNT *****500.00</p> <p>LOWIS &amp; GELLEN, LLP</p> <p><i>James Gellen</i> AUTHORIZED SIGNATURE</p> <p>COOK COUNTY ASSESSOR</p> <p>PAY TO THE ORDER OF</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Security Features. Details on back.

⑆064608⑆ ⑆07⑆000505⑆ 5200727484⑆



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COUNTY ASSESSOR  
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SEP 04 1997

JAMES M. HOULIHAN  
Cook County Assessor

Control Number

61262

INCENTIVES DEPT.

**CLASS 6B  
ELIGIBILITY APPLICATION**

Carefully review the Class 6b Eligibility Bulletin before completing this Application. For assistance in preparing this Application, please contact the Assessor's Office, Development Incentives Department, (312) 443-7528. This Application, the appropriate ordinance or resolution and supporting documentation (except drawings and surveys) must be filed in duplicate prior to the commencement of construction or reoccupancy.

**I. Identification of Applicant**

Name: Granite Cartage Co. Telephone: (708) 418-5228 or (708) 418-0127  
Bruce & Rosanne DeJoris

Federal Employer Identification Number: 36-3946799

Standard Industrial Classification Code: \_\_\_\_\_

Address: 19809 Lakewood Avenue

Lynwood

Zip Code: 60411

**Agent/Representative (if any)**

Name: N/A

Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**II. Description of Subject Property**

Street address: 3240 Love Rock

Steger

Zip Code: 60475

Permanent Real Estate Index Number (s):

32-33-409-036-0000

32-33-409-037-0000

32-33-409-038-0000

32-33-409-039-0000

32-33-409-040-0000

Township: Bloom

32-33-409-041-0000

32-33-409-042-0000

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**III. Identification of Persons or Entities Having an Interest**

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

**IV. Property Use**

Attach a detailed description of the precise nature and extent of the intended use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

Include copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate nature of the proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A below)
- Substantial Rehabilitation (Read and complete Section A below)
- Abandoned Property -- Purchased For Value (Read and complete Section B below)
- Abandoned Property -- Substantially Rehabilitated (Read and complete Section B below)
- Abandoned Property -- Both Purchased For Value and Substantially Rehabilitated (Read and complete Section B below)

A. If the proposed development consists of new construction or substantial rehabilitation, provide the following information:

Estimated date of construction commencement  
(excluding demolition, if any):

Week of Sept. 9, 1997

Estimated date of construction completion:

Approximately Nov. 1, 1997

Attach copies of the following:

- (1) specific description of the proposed new construction or substantial rehabilitation
- (2) current plat of survey for subject property
- (3) floor plans or schematic drawings
- (4) building permits, wrecking permits and occupancy permits (including date of issuance)
- (5) complete description of the cost and extent of substantial rehabilitation or new construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc.)

B. If the proposed development consists of the reoccupancy of abandoned property, provide the following information:

- (e) complete description of the cost and extent of substantial rehabilitation (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc.)
- (4) When was the subject property substantially reoccupied?  
\_\_\_\_\_

Attach copies of the following documents:

- (a) sworn statements from persons having personal knowledge attesting to reoccupancy of the subject property
- (b) occupancy permits issued by the appropriate units of local government
- (c) utility bills, records or statements tending to show that the subject property was reoccupied

**VI. Employment Opportunities**

How many construction jobs will be created as a result of this development? Not apply.

How many permanent full-time and part-time employees do you now employ in Cook County? Full-time: 4 Part-time: 1

How many new permanent full-time jobs will be created as a result of this proposed development?  
3

How many new permanent part-time jobs will be created as a result of this proposed development?  
1

**VII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Bruce R. DeJani  
Signature BR - DJ

August 26, 1997  
Date

Owners  
Title

STATE OF ILLINOIS )  
                          ) SS  
COUNTIES OF COOK )  
                  AND WILL )

**RESOLUTION AUTHORIZING CLASS 6b  
TAX INCENTIVES FOR CERTAIN PARCELS**

WHEREAS, the Village of Steger has an ongoing program of land redevelopment; and,

WHEREAS, part of this program deals with the development of commercial and light industrial development; and,

WHEREAS, one of the benefits of this program is job creation; and,

WHEREAS, part of the incentives for development is real property tax incentives; and,

WHEREAS, the project would not go forward without the Class 6b tax classification being granted to the property.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, that the Village of Steger supports and consents to the reclassification and the Cook County Assessor is requested to classify the following described property as Class 6b under the Cook County Real Property Classification Ordinance, which property is described as follows:

**The Easterly 90 feet of Lots 12 through 18, inclusive in Block 19 in Keeney's Subdivision of Chicago Heights, a Subdivision of the East 1/2 of the**

Southwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 33, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

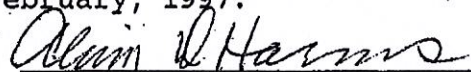
FURTHER, the Village Clerk is directed to send a certified copy of this resolution to the office of the Cook County Assessor.

THIS resolution is passed to induce DeJoris to go forward with their project and to help make it economically feasible, as without the tax classification the buyers have indicated that they could not undertake the project.


FURTHER the Village of Steger supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

This resolution shall be in full force and effect upon its passage and approval as made and provided by law.

PASSED this 3rd day of February, 1997.

  
Alvin D. Harms, Village Clerk

APPROVED this 3rd day of February, 1997.

  
Louis Sherman  
Village President

Roll Call Vote

Voting in favor: Grollemond, Porter, Recupito, Johnson and Santori

Voting against: \_\_\_\_\_

Not voting: Helsel

# VILLAGE OF STEGER

35 West 34th Street • Steger, Illinois 60475  
Phone: (708) 754-3395 • Fax: (708) 754-1913

Louis Sherman  
Village President  
Alvin D. Harms  
Village Clerk

Board of Trustees  
Edward Grollemond  
Clarence Helsel  
Ercil Johnson  
Richard Porter  
Carmen Recupito, Jr.  
Anthony Santori

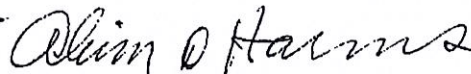
## CERTIFICATION

I, ALVIN D. HARMS, duly elected and acting Village Clerk of the Village of Steger, in the Counties of Cook and Will, and the State of Illinois, as such Clerk the keeper of the records of the Board of Trustees of Steger, DO HEREBY CERTIFY, THAT Resolution Number 726 entitled "Resolution Authorizing Class 6b Tax Incentives for Certain Parcels" was duly presented and read at a regular meeting of the Board of Trustees held on February 3, 1997 at which meeting the Village President and five Trustees were present.

I DO FURTHER CERTIFY that at said meeting upon motion made and seconded Resolution Number 726 was approved with a vote of (5) ayes.

I DO FURTHER STATE that the above Resolution is a true and correct copy of the original on file in my office.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the said Village Steger this 4th day of April 1997.



ALVIN D. HARMS, VILLAGE CLERK

*"Where Progress is a Fact, not a Promise"*

**COOK COUNTY ASSESSOR**  
**JOSEPH BERRIOS**



COOK COUNTY ASSESSOR'S OFFICE  
118 NORTH CLARK STREET, CHICAGO, IL 60602  
PHONE: 312.443.7550 FAX: 312.603.3352  
WWW.COOKCOUNTYASSESSOR.COM

**CLASS 6B/8**  
**RENEWAL APPLICATION**

Control Number

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

**I. Identification of Applicant**

Name: \_\_\_\_\_ Telephone: (     ) \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Agent/Representative (if any)**

Name: \_\_\_\_\_ Telephone: (     ) \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**II. Description of Subject Property**

Street address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Permanent Real Estate Index Number (s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Township: \_\_\_\_\_

**III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate the nature of the original development receiving the Class 6B/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

**VI. Employment**

How many permanent full-time and part-time employees do you now employ?

**On-Site:** Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

**In Cook County:** Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

**VII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.



\_\_\_\_\_, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Revised November 4, 2014

# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

\_\_\_\_\_ as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:  
\_\_\_ Class 6b \_\_\_ Class 8 (industrial property) \_\_\_ Class 9
3. The Cook County Assessor's Office has issued the following control number regarding this application/renewal (circle as appropriate), \_\_\_\_\_.
4. I have reviewed the Code of Ordinances of Cook County, Cook County Living Wage Ordinance, as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):  
  
\_\_\_ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.  
  
OR  
  
\_\_\_ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

1/30/15

**EXHIBIT A**  
*(Please type or Print)*

**PIN(s)**

**Common Address**

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# VILLAGE OF STEGER, ILLINOIS

## BUSINESS LICENSE APPLICATION

### OWNER / OFFICER INFORMATION

Date of Application:

Name: **Rev. Sergio G Lopez**

Date of birth: Driver's License or State ID # (for identification purposes)

Home Phone:

Mobile Phone: **708-935-1336**

E-mail: **Sglopez.b30@yahoo.com**

Current home address: **479 Talala St.**

City: **Park Forest**

State: **IL**

ZIP Code: **60466**

Have you ever been convicted of a Felony?  Yes  No If Yes please explain on a separate sheet of paper:

### BUSINESS ENTITY INFORMATION

Are you the owner of this business?  Yes  No - If No what is your title/position?

Legal Name of Business: **House of Triumph Church** Date business was established: **1997**

"Doing Business As" Name:

Address of Business

(Please include a floor plan of building/business)

**12 W. 34<sup>th</sup> Place, Steger, IL 60475**

Property Owner Name: **SERGIO G. LOPEZ** Property Owner Phone Number: **708-935-1336**

Projected Opening Date: **8/7/16**

Days and Hours of Operation: **Sundays 10:30AM - 12:30PM**

How many employees? **1**

How many Parking Spots for Customers?

Handicap?

Employee?

Will you have or be storing Flammable Materials on site?  Yes  No

If Yes where will it be inside or out?

What kind and quantity?

Employer Identification Number:

State of Illinois File Number:

Illinois Department of Revenue Account Number:

(The Village of Steger Must be named on your state tax forms as recipient of sales tax)

Type of Business:  Industrial  Commercial  Retail  Wholesale Are you open to the Public?  Yes  No

Please explain: (please attach a business plan with this application)

Will this place of business be rented out to the public or used for special events?  Yes  No

If Yes explain:

Has any government body revoked or refused to grant a business or occupation license to applicant?  Yes  No

If Yes explain:

Is applicant doing business, or has he/she done business in the past, using a name other than the name signed to this application?  Yes  No

If Yes explain:

Return completed application, along with \$50.00 fee, non-refundable, to the Village Clerk's Office. The completed application will go before the Village Board for approval pending inspections.

Once your business is set up, you must contact the Village Hall and schedule for inspections, once the inspections have been completed, your final business license invoice must be paid before a business license will be issued.

All inspections must be passed within the 45 days of Village Board approval. If not the business license application must go before the Village Board for reconsideration.

At no time may the business operate or be open prior to approval of final inspections.

In accordance with Ordinance No. 896:

All inspections on the business must be made and the property brought into compliance with all pertinent State and Village Codes within 45 days from the issuance of the TEMPORARY APPROVAL or the business license application will terminate. You will not be allowed to conduct business until such time as the property is brought into compliance with State and Village Codes and the Village Board grants final approval.

In accordance with Ordinance No. 850:

It shall be unlawful for any person, firm or corporation to paint, erect, construct, alter, relocate, expand or change the face of any sign within the Village unless a permit has been issued by the Village of Steger. (See sign permit application)

I do hereby swear (affirm) that the statements contained in this application are true and correct to the best of my knowledge and belief. I, as the applicant, further affirm that the business license hereunder will be conducted and maintained in conformity with all applicable ordinances and pertinent laws of the Village of Steger and State of Illinois, and in a manner, which will not detract from the appearance of the area and understand that violation of any of the aforementioned could result in the revocation of my license

Signature of applicant:

Date: **7/1/16**

70426 CLK 10.00 07/01/16 20160716



# VILLAGE OF STEGER, ILLINOIS

## BUSINESS LICENSE APPLICATION

### Office Use Only:

#### Economic Development Committee

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### Zoning

Current Zoning of Location: \_\_\_\_\_  
Is a zoning change needed for this business? \_\_\_\_\_

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### Fire Inspection

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### Health Inspection

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### Building Department

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### Code Enforcement

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### Police Department (as needed)

Distributed (Initial and date) \_\_\_\_\_  
Approval (Initial and date) \_\_\_\_\_

#### INSPECTION FEES:

AMOUNT PAID: 50.00 DATE PAID: 7-1-16 RECEIPT #: 72428

TEMPORARY APPROVAL GRANTED BY VILLAGE BOARD ON: \_\_\_\_\_

FINAL APPROVAL GRANTED AFTER INSPECTIONS BY: \_\_\_\_\_ DATE: \_\_\_\_\_

After Temporary Approval send copy to Water Billing

Distributed (Initial and date) \_\_\_\_\_



**AIA**<sup>®</sup>

# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

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

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

Village of Steger  
3320 Lewis Avenue  
Steger, Illinois 60475

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

Boarman Kroos Vogel Group, Inc.  
dba BKV Group  
343 South Dearborn, #203  
Chicago, IL 60604

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

Project includes a new village hall and police department and associated site development work. Building area of approximately 23,500 GSF, located on the old middle school property north of W. 33<sup>rd</sup> Street and Emerald Avenue, approximately 102,700 SF.

### ADDITIONS AND DELETIONS:

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

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

The Owner and Architect agree as follows.

Init.

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.)*

§ 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 based on date of award of project to general contractor, estimated to occur in Spring 2017

- .2 Substantial Completion date:

To Be Determined, estimated to be 12 months after start of construction

§ 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.

Init.



## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative with respect to this project is Bruce Schwartzman.

§ 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, and for two (2) years after the date of Substantial Completion. 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/each occurrence. \$2,000,000/aggregate. *See Rider.*

.2 Automobile Liability

\$1,000,000/each accident. *See Rider.*

.3 Workers' Compensation

\$1,000,000/each accident. *See Rider.*

.4 Professional Liability

\$2,000,000/claim. \$4,000,000/aggregate. *See Rider.*

## 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. Subject to Section 4.3.1.3, the Architect shall not be entitled to any additional compensation for such 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, and shall reduce this understanding to writing.

§ 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

Init.

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 (Future Approved Phase)

##### § 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.

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§ 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.

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§ 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

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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.)*

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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 (B202™–2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7 Civil engineering	Owner	Services provided directly to the Owner
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 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;

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- .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.

§ 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 Twenty Six ( 26 ) visits to the site by the Architect over the duration of the Project during construction, estimated at 2 meetings per month.
- .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 Twenty Four ( 24 ) 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,

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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.

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## 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

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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

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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 CONSOLIDATION OR JOINDER

§ 8.3.1 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).

*(Paragraph deleted)*

§ 8.3.2 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.

§ 8.3.3 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.

*(Paragraphs deleted)*

### 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.

§ 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.

§ 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, upon receiving Owner's written authorization to do so, may 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.

Init.

**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.)*

The fee for the project is based on 6.5% of the construction budget as approved by the Village of Steger at the completion of the design development phase, not including site work. The current estimated construction budget as defined in the Village’s feasibility study, not including site work, is \$7,200,000. Based on this, the estimated value as shown in item 11.5 below totals \$450,000. The estimated construction amount does not include project soft costs such as furniture, professional services, etc. That amount is currently estimated at \$1,000,000. Reimbursable expenses for local travel, printing and shipping are based on industry standards and are invoiced monthly for actual cost incurred.

§ 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.)*

Upon owner’s written approval, additional services will be based on an agreed upon lump sum. That amount will be based on our hourly rates.

§ 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.)*

§ 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 zero percent ( 0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$63,700	(	14	%)
Design Development Phase	\$95,550	(	21	%)
Construction Documents Phase	\$182,000	(	40	%)
Bidding or Negotiation Phase (Future Approved Phase)	\$22,750	(	5	%)
Construction Phase (Future Approved Phase)	\$91,000	(	20	%)
<b>Total Basic Compensation</b>	<b>\$455,000</b>	<b>(</b>	<b>100</b>	<b>%)</b>

§ 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.)*

Init.

Employee or Category	Rate
MANAGING PARTNER	\$180
MANAGING ARCHITECT	\$165
SENIOR PROJECT ARCHITECT	\$150-\$160
SENIOR ARCHITECTURAL DESIGNER	\$150-\$155
PROJECT ARCHITECT II	\$125
PROJECT ARCHITECT I	\$100
ARCHITECTURAL DESIGNER III	\$110
ARCHITECTURAL DESIGNER II	\$90
ARCHITECTURAL DESIGNER I	\$80
SENIOR LANDSCAPE ARCHITECT	\$140
LANDSCAPE ARCHITECT	\$115
LANDSCAPE DESIGNER III	\$110
LANDSCAPE DESIGNER II	\$90
LANDSCAPE DESIGNER I	\$80
PARTNER/SENIOR INTERIOR DESIGNER	\$180
SENIOR INTERIOR DESIGNER	\$110
INTERIOR DESIGNER III	\$95
INTERIOR DESIGNER II	\$85
INTERIOR DESIGNER I	\$70
SENIOR MECHANICAL ENGINEER	\$165-\$185
SENIOR MECHANICAL DESIGNER	\$120-\$165
MECHANICAL ENGINEER	\$130-\$140
MECHANICAL DESIGNER III	\$110
MECHANICAL DESIGNER II	\$90
MECHANICAL DESIGNER I	\$80
SENIOR ELECTRICAL ENGINEER	\$170
ELECTRICAL ENGINEER	\$130-\$140
SENIOR ELECTRICAL DESIGNER	\$125
ELECTRICAL DESIGNER III	\$110
ELECTRICAL DESIGNER II	\$90
ELECTRICAL DESIGNER I	\$80
SENIOR STRUCTURAL ENGINEER	\$155-\$180
STRUCTURAL ENGINEER	\$130-\$140
SENIOR STRUCTURAL DESIGNER	\$110
STRUCTURAL DESIGNER III	\$110
STRUCTURAL DESIGNER II	\$90
STRUCTURAL DESIGNER I	\$80
PARTNER/ SENIOR CONSTRUCTION ADMIN.	\$230
SENIOR CONSTRUCTION ADMINISTRATOR	\$175
CONSTRUCTION ADMINISTRATOR	\$100-\$150
SPECIFICATIONS WRITER	\$140-\$165
QUALITY ASSURANCE	\$145-\$165
CODE SPECIALIST	\$165
INTERNS/MODEL BUILDING	\$60

**§ 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;

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User Notes:

(2020304241)

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
- .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 Dollars (\$ 0.00 ) 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 Forty-Five ( 45 ) 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:

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or

Init.



Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services in Article 12.5 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The date of final completion shall be established prior to the completion of the Owner-Contractor Agreement. The extent of project representation of the Architect for Basic Services shall coincide with a date thirty (30) days beyond the date of final completion. At that time, further project representation beyond Basic Services shall be an Additional Service at the request and approval of the Owner.

12.6 The Architect's visits to the site during Construction Phase shall average twice per month.

12.7 At the request of the Owner, the Architect shall conduct one (1) inspection after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

12.8 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.9 The Architect includes in the basic fee the work for the Village submittals and approvals.

12.10 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

12.11 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

## 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:  
**Rider to the AIA Document B101 2007, Standard Form Agreement Between Owner and Architect, dated June 15, 2016.**  
*(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

ARCHITECT

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

Ken Peterson, Mayor Date: \_\_\_\_\_

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

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

Bruce Schwartzman, Partner Date: 4/18/16

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



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

Jack O. Boorman, CEO Date: 4/18/16

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

Init.

# Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:49:18 on 06/15/2016.

## PAGE 1

AGREEMENT made as of the Eighteenth day of April in the year Two Thousand Sixteen

...

Village of Steger  
3320 Lewis Avenue  
Steger, Illinois 60475

...

Boarman Kroos Vogel Group, Inc.  
dba BKV Group  
343 South Dearborn, #203  
Chicago, IL 60604

...

*(Name, location and detailed description)*

Project includes a new village hall and police department and associated site development work. Building area of approximately 23,500 GSF, located on the old middle school property north of W. 33<sup>rd</sup> Street and Emerald Avenue, approximately 102,700 SF.

## PAGE 2

To Be Determined based on date of award of project to general contractor, estimated to occur in Spring 2017

...

To Be Determined, estimated to be 12 months after start of construction

## PAGE 3

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative with respect to this project is Bruce Schwartzman.

...

§ 2.5 The Architect shall maintain the following insurance for the duration of this ~~Agreement~~ Agreement, and for two (2) years after the date of Substantial Completion. 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:

...

\$1,000,000/each occurrence. \$2,000,000/aggregate. See Rider.

...

\$1,000,000/each accident. See Rider.

...

\$1,000,000/each accident. See Rider.

...

\$2,000,000/claim. \$4,000,000/aggregate. See Rider.

**PAGE 4**

§ 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. Subject to Section 4.3.1.3, the Architect shall not be entitled to any additional compensation for such services.

...

§ 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.~~ Project, and shall reduce this understanding to writing.

**PAGE 5**

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES (Future Approved Phase)

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project ~~by~~ by:

**PAGE 9**

§ 4.1.1	Programming (B202™–2009)	<u>Not Provided</u>	
§ 4.1.2	Multiple preliminary designs	<u>Not Provided</u>	
§ 4.1.3	Measured drawings	<u>Not Provided</u>	
§ 4.1.4	Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	<u>Not Provided</u>	
§ 4.1.6	Building Information Modeling (E202™–2008)	<u>Not Provided</u>	
§ 4.1.7	Civil engineering	<u>Owner</u>	<u>Services provided directly to the Owner</u>
§ 4.1.8	Landscape design	<u>Architect</u>	
§ 4.1.9	Architectural Interior Design (B252™–2007)	<u>Architect</u>	
§ 4.1.10	Value Analysis (B204™–2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Architect</u>	
§ 4.1.12	On-site Project Representation (B207™–2008)	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	

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(2020304241)

§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	
§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility Support Services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner’s consultants	<u>Not Provided</u>	
§ 4.1.20	Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® Certification (B214™–2012)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Not Provided</u>	

PAGE 10

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Six ( 26 ) visits to the site by the Architect over the duration of the Project during ~~construction~~construction, estimated at 2 meetings per month.
- .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 Twenty Four ( 24 ) 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.

PAGE 12

§ 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~~shall:

PAGE 13

§ 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,~~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.~~

8.1.1.

§ 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,~~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.

PAGE 14

[ X ] Litigation in a court of competent jurisdiction

...

### § 8.3 ARBITRATION CONSOLIDATION OR JOINDER

§ 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. 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).

§ 8.3.1.1 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. 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.

§ 8.3.3 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. 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.

### § 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.

## PAGE 15

§ 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 compensated.~~

...

§ 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.~~  
located.

...

§ 10.7 The Architect shall have the right to Architect, upon receiving Owner's written authorization to do so, may 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.

PAGE 16

The fee for the project is based on 6.5% of the construction budget as approved by the Village of Steger at the completion of the design development phase, not including site work. The current estimated construction budget as defined in the Village's feasibility study, not including site work, is \$7,200,000. Based on this, the estimated value as shown in item 11.5 below totals \$450,000. The estimated construction amount does not include project soft costs such as furniture, professional services, etc. That amount is currently estimated at \$1,000,000. Reimbursable expenses for local travel, printing and shipping are based on industry standards and are invoiced monthly for actual cost incurred.

...

Upon owner's written approval, additional services will be based on an agreed upon lump sum. That amount will be based on our hourly rates.

...

§ 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 zero percent ( 0 %), or as otherwise stated below:

...

Schematic Design Phase	<u>\$63,700</u>	percent	<u>14</u>	%)
		(		
Design Development Phase	<u>\$95,550</u>	percent	<u>21</u>	%)
		(		
Construction Documents Phase	<u>\$182,000</u>	percent	<u>40</u>	%)
		(		
Bidding or Negotiation Phase (Future Approved Phase)	<u>\$22,750</u>	percent	<u>5</u>	%)
		(		
Construction Phase (Future Approved Phase)	<u>\$91,000</u>	percent	<u>20</u>	%)
		(		

...

Total Basic Compensation	<u>one hundred \$455,000</u>	percent	<u>100</u>	%)
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<u>MANAGING PARTNER</u>	\$180
<u>MANAGING ARCHITECT</u>	\$165
<u>SENIOR PROJECT ARCHITECT</u>	\$150-\$160
<u>SENIOR ARCHITECTURAL DESIGNER</u>	\$150-\$155
<u>PROJECT ARCHITECT II</u>	\$125
<u>PROJECT ARCHITECT I</u>	\$100
<u>ARCHITECTURAL DESIGNER III</u>	\$110
<u>ARCHITECTURAL DESIGNER II</u>	\$90
<u>ARCHITECTURAL DESIGNER I</u>	\$80
<u>SENIOR LANDSCAPE ARCHITECT</u>	\$140
<u>LANDSCAPE ARCHITECT</u>	\$115
<u>LANDSCAPE DESIGNER III</u>	\$110
<u>LANDSCAPE DESIGNER II</u>	\$90
<u>LANDSCAPE DESIGNER I</u>	\$80
<u>PARTNER/SENIOR INTERIOR DESIGNER</u>	\$180
<u>SENIOR INTERIOR DESIGNER</u>	\$110
<u>INTERIOR DESIGNER III</u>	\$95
<u>INTERIOR DESIGNER II</u>	\$85
<u>INTERIOR DESIGNER I</u>	\$70
<u>SENIOR MECHANICAL ENGINEER</u>	\$165-\$185
<u>SENIOR MECHANICAL DESIGNER</u>	\$120-\$165
<u>MECHANICAL ENGINEER</u>	\$130-\$140
<u>MECHANICAL DESIGNER III</u>	\$110
<u>MECHANICAL DESIGNER II</u>	\$90
<u>MECHANICAL DESIGNER I</u>	\$80
<u>SENIOR ELECTRICAL ENGINEER</u>	\$170
<u>ELECTRICAL ENGINEER</u>	\$130-\$140
<u>SENIOR ELECTRICAL DESIGNER</u>	\$125
<u>ELECTRICAL DESIGNER III</u>	\$110
<u>ELECTRICAL DESIGNER II</u>	\$90
<u>ELECTRICAL DESIGNER I</u>	\$80
<u>SENIOR STRUCTURAL ENGINEER</u>	\$155-\$180
<u>STRUCTURAL ENGINEER</u>	\$130-\$140
<u>SENIOR STRUCTURAL DESIGNER</u>	\$110
<u>STRUCTURAL DESIGNER III</u>	\$110
<u>STRUCTURAL DESIGNER II</u>	\$90
<u>STRUCTURAL DESIGNER I</u>	\$80
<u>PARTNER/ SENIOR CONSTRUCTION ADMIN.</u>	\$230
<u>SENIOR CONSTRUCTION ADMINISTRATOR</u>	\$175
<u>CONSTRUCTION ADMINISTRATOR</u>	\$100-\$150
<u>SPECIFICATIONS WRITER</u>	\$140-\$165
<u>QUALITY ASSURANCE</u>	\$145-\$165
<u>CODE SPECIALIST</u>	\$165
<u>INTERNS/MODEL BUILDING</u>	\$60

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- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Owner in writing;

...



§ 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.

...

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00 ) 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 Forty-Five ( 45 ) 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.

...

— %

...

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services in Article 12.5 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The date of final completion shall be established prior to the completion of the Owner-Contractor Agreement. The extent of project representation of the Architect for Basic Services shall coincide with a date thirty (30) days beyond the date of final completion. At that time, further project representation beyond Basic Services shall be an Additional Service at the request and approval of the Owner.

12.6 The Architect's visits to the site during Construction Phase shall average twice per month.

12.7 At the request of the Owner, the Architect shall conduct one (1) inspection after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

12.8 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.9 The Architect includes in the basic fee the work for the Village submittals and approvals.

12.10 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

12.11 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

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Rider to the AIA Document B101 2007, Standard Form Agreement Between Owner and Architect,  
dated June 15, 2016.


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Ken Peterson, Mayor Date: 6-20-16

Bruce Schwartzman, Partner Date: 4/18/16

...

  
\_\_\_\_\_  
Kenneth A. Peterson, Jr.  
Village President

  
\_\_\_\_\_  
(Signature)  
Jack O. Boarman, CEO Date: 4/18/16  
\_\_\_\_\_  
(Printed name and title)

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Jack Boarman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:49:18 on 06/15/2016 under Order No. 4760467236\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

**RIDER TO THE AIA DOCUMENT B101 BETWEEN THE VILLAGE OF STEGER,  
AND BOARMAN KROSS VOGEL GROUP, INC.**

This Rider to the AIA Document B101 between the Village of Steger, ("Owner"), and Boarman Kroos Vogel Group, Inc. ("Architect"), is attached to and made a part of the AIA Document B101 between Owner and Architect relating to the property located on the old middle school property north of W. 33<sup>rd</sup> Street and Emerald Avenue, Steger, Illinois (the "Agreement"), for the construction of a new village hall, police department, and associated site development work (the "Project").

1. **Conflicting Terms.**

Should any conflict exist between the terms of the Agreement and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. The Agreement between the parties consists of the Agreement, including any modification thereto, and this Rider.

2. **Standard of Care and Quality.**

Architect's services under this Agreement shall be performed in conformance with the standards of care and quality practiced by design professionals experienced with projects similar to the Project (the "Standard of Care"). Any designs, drawings, or specifications prepared or furnished by Architect that contain errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in way alter Architect's obligations or Owner's rights hereunder.

3. **Quality of Documents.**

Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project, which are utilized by Owner and Owner's contractor or contractors, shall, subject to the Standard of Care, be reasonably accurate and complete as is customary for typical construction documents. The foregoing sentence is for the benefit of the Owner, only, and the Contractor is not an intended beneficiary of the foregoing sentence. Architect shall notify Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the Standard of Care.

4. **Coordination of Services.**

Architect shall be fully responsible for coordinating all Architect's Basic and Additional Services required under this Agreement regardless of whether performed by its own employees or by consultants hired by Architect to perform a portion of its services ("Subconsultants.") The purpose of such coordination is so that the services required are performed in a reasonably efficient, timely and economical manner. Architect shall be responsible to Owner for the services furnished to Architect by any Subconsultant to the same extent as if Architect had furnished the

service itself. Architect also agrees to coordinate, and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with his Subconsultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

5. **Compliance with Laws.**

Subject to the Standard of Care the Architect shall provide a design which complies with federal, state, and local laws, statutes, ordinances, rules, regulations, orders, or other legal requirements applicable to Architect's services (collectively "Government Requirements") existing on the date of this Agreement and which may be reasonably expected to be enacted prior to Owner's approval of completed Construction Documents.

6. **Compliance with Owner/Lender Requests.**

To the extent applicable, Owner may have to comply with Lender requirements, and the parties acknowledge that Owner's approvals and other actions regarding Architect's services may be affected by Lender requirements. Architect shall comply with all reasonable requests by Owner or the Lender for reports, certifications, statements, and further services which are not inconsistent with the terms and conditions of this Agreement. However, in the event any such request requires Architect to provide services not already part of the scope of services hereunder, Architect shall be entitled to compensation as an Additional Service.

7. **Exclusion of Hazardous Materials.**

Subject to the Standard of Care Architect shall not knowingly design, specify, or incorporate in the Drawings or Specifications for the Project, and shall not knowingly approve any shop drawings specifying any Hazardous Materials, in such manner as would violate the requirements of Government Requirements. For purposes of this Agreement, the term "Hazardous Materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec 9061 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 *et seq.*, and all other environmental laws, rules, and regulations as all of the above may be amended from time to time.

8. **Notification of Material Problems.**

Architect shall promptly advise Owner of any problems which come to his attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of Architect's services. Both parties acknowledge that time is of the essence in this Agreement, subject to delays beyond the reasonable control of a party.

9. **Written Consent for Additional Services.**

Architect shall not perform or be reimbursed for any Additional Service unless Owner expressly authorizes the same in writing prior to Architect commencing such Additional Service. Owner agrees to put any such authorization in writing in a timely manner.

10. **Indemnity from Architect's Subconsultants.**

Architect shall protect, defend, indemnify, and hold harmless Owner from and against any claims, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) in the event that a claim or mechanic's lien is asserted by one of the Architect's Subconsultants for non-payment by Architect to that Subconsultant after Owner has made payment to Architect on account of that Subconsultant's work.

11. **Owner's Reviews and Approvals.**

Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Architect's responsibilities hereunder and with respect to such documents.

12. **Insurance Coverages.**

The Architect shall maintain the following insurance for the duration of this Agreement and for two (2) years after the date of Substantial Completion.

**.1 General Liability**

\$1,000,000/each occurrence  
\$2,000,000/aggregate

**.2 Automobile Liability**

\$1,000,000/each accident

.3 Workers' Compensation

\$1,000,000/each accident

.4 Professional Liability

\$2,000,000/claim

\$4,000,000/aggregate

Architect's General Liability coverage shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and property damage liability.

Owner shall be included as an insured under Architect's General Liability Coverage. This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be in excess of Architect's insurance and shall not contribute with it.

Architect shall not make changes in or allow the required insurance coverages to lapse without Owner's prior written approval thereto. Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to, additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in the Agreement and this Rider. Failure of Owner to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance.

13. **Insurance Requirements of Subconsultants.**

Architect agrees to require Subconsultants to comply with the insurance provisions required of Architect pursuant to this Agreement unless Architect and Owner mutually agree to modify these requirements for Subconsultants whose work is of relatively small scope. Architect agrees that it will contractually obligate its Subconsultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its Subconsultants. Architect agrees that it will contractually obligate its Subconsultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in the Agreement and this Rider. Architect assumes all responsibility for monitoring Subconsultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

14. **Delivery by Architect of Completed and In-Progress Documents.**

In the event of suspension or termination for convenience, upon request of Owner and payment of all fees pursuant to the prior two paragraphs, Architect shall promptly provide Owner with reproducible drawings and computer tapes or disks of all documents completed or in progress on the date of termination. Architect shall not be reimbursed for reproduction costs associated with maintaining or storing drawings, specifications, or computer tapes or disk for his own use.

15. **Indemnification by Architect.**

To the fullest extent permitted by law, Architect shall hold harmless and indemnify Owner from and against all claims, actions, liabilities, damages, losses, costs and expenses (including without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against Owner to the extent caused by the negligence of Architect or its consultants or breach of the obligations set forth in this Agreement by Architect, any Subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, Architect shall not be required to indemnify Owner from the consequences of Owner's own negligence.

16. **Continuing Obligations During Disputes.**

In the event of any Controversy between Owner and Architect under this Agreement, including, but not limited to, whether or not any services Owner expects Architect to perform are within the scope of Basic Services or any dispute as to whether or not Architect is entitled to additional compensation for any Work requested, Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and Owner agrees to pay Architect in accordance with this Agreement for all services rendered by Architect which are not the subject of the Controversy.

17. **Waiver.**

No consent or waiver by Owner or Architect shall be effective unless it is in writing and then only to the extent specifically stated. Failure on the part of any party to this Agreement to enforce any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

18. **Non-Waiver of Immunity**

By entering into this Agreement and this Rider, Owner does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by



the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).


19. **Choice of Law.**

The laws of the County of Cook, State of Illinois, shall govern this Agreement and all Controversies arising hereunder.

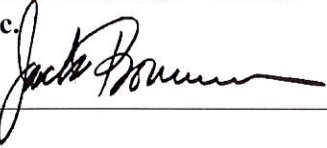
20. **Choice of Forum.**

All mediation or arbitration regarding this Agreement and any proceedings over Controversies arising hereunder shall take place in the County of Cook, State of Illinois.

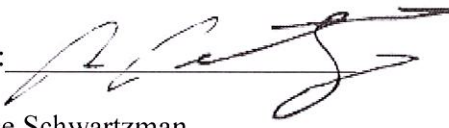
**OWNER-Village of Steger**

Owner:   
By: Village President  
Its: Kenneth A. Petrossi, Jr.  
Dated: 6-20-16

**ARCHITECT-Boarman Kroos Vogel Group, Inc.**

Architect:   
By: Jack Boarman  
Its: CEO  
Dated: 6/15/16

**ARCHITECT-Boarman Kroos Vogel Group, Inc.**

Architect:   
By: Bruce Schwartzman  
Its: Partner  
Dated: 6/15/16