

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JUNE 20, 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
- I. OLD BUSINESS:
- J. NEW BUSINESS:

ORDINANCE NO 1127

**ORDINANCE ESTABLISHING PREVAILING
WAGES FOR THE VILLAGE OF STEGER**

ORDINANCE NO 1128

**ORDINANCE AUTHORIZING
THE ESTABLISHMENT OF STOP SIGNS
ON 36th STREET and HALSTED STREET
AND 37TH STREET AND HALSTED
STREET FOR THE VILLAGE OF STEGER**

RESOLUTION NO 1097

**RESOLUTION FOR MAINTENANCE OF
STREETS AND HIGHWAYS BY
MUNICIPALITY UNDER THE ILLINOIS
HIGHWAY CODE**

Proposal for Construction Management Services by Grilli Construction, Inc. for the Steger Village Hall and Police Department Project.
K-Plus Discussion

A request from the Steger Kiwanis Club to change the date of Kiwanis Peanut Day from September 23rd to September 30th.

Steger Area Chamber of Commerce requests a donation to the Annual Steger Fest to be held at Veterans Memorial Park July 21-24.

Communities for Christ Prayer Fest requests June 3, 2017 for the 11th Annual Steger Day of Prayer at the Gazebo. The Group also requests June 2, 2017 for set up. They will need electricity, two extra trash cans and ten picnic tables for the event.

K. ADJOURN TO CLOSED SESSION –

5 ILCS 120/2 (c) (5) The Purchase or Lease of Real Property for the use of the Public Body, pursuant to Section 2(c)(5) of the Open Meetings Act

L. RECONVENE FOR ACTION ON ITEMS DISCUSSED IN CLOSED SESSION (if necessary)

M. 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 6th day of June, 2016 in the Municipal Building of the Village of Steger with the Village Clerk Carmen S. Recupito, Jr. attending.

Village Clerk Carmen S. Recupito, Jr. called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson was absent. Also present were Deputy Fire Chief James Baine, Police Chief Ken Boehm, Director of Public Infrastructure Dave Toepper, EMA Chief Tom Johnston, Assistant Village Administrator/HR Director Mary Jo Seehausen and Village Administrator Mike Tilton.

The Clerk entertained a motion to appoint a temporary Chairperson in the Mayor's absence. Trustee Perchinski made a motion to appoint Trustee Lopez as temporary Chairperson. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Lopez temporarily assumed the chair of Mayor.

AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS

Police Chief Ken Boehm introduced three new part time Police Department employees; Part Time Records Clerks Joann Giera and Marilyn Scott and Part Time Community Service Officer John Beck

Chief Boehm thanked part time Records Clerk Vicki Davis for her years of service. Ms. Davis is moving out of state.

Clerk Recupito swore in Terry Keigher as a part time Police Officer.

Temporary Chairperson Lopez explained that the Village recently lost a very special lady, Carolyn Qunell. He asked for a moment of silence in memory of Mrs. Qunell.

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

Janet Streck, a member of Communities for Christ thanked the Board and the Village Departments for allowing the Steger Day of Prayer to be held at the Village Gazebo. This year's event marks the 10th anniversary of the Steger Day of Prayer.

Tom, an Oakland Drive resident, shared concerns regarding a neighbor's tall grass. Public Infrastructure Director explained that he is working with the Cook County Housing Authority regarding the tall grass.

Eric Hartwig of 3600 Halsted Boulevard requested stop signs at the north and south bound Halsted Boulevard at 3600 block. The east and west stop signs are ignored by speeders. Trustee Lopez explained that the Village Administrator will look into the stop signs.

Mr. Hartwig reported many dog walkers are not cleaning up after the dogs on the Boulevard. Administrator Tilton explained that the newly hired Community Service officer should help with concerns such as dog waste on the Boulevard.

Julie Stone asked the Board for an update on the Water Survey that was requested June of 2015. Administrator Tilton explained that the survey has just been received. Village engineers will be invited to present a "Water Study Presentation" at a Board meeting probably next month.

Patrick Rossi, President of the Steger Police Pension Fund let the Board know that the Pension Board's actuarial report as well as the Municipal Compliance Report and GASB 68 have been emailed to all Board members. Mr. Rossi has delivered complete copies of the reports to Mary Jo Seehausen.

REPORTS

Village Administrator Mike Tilton had no report.

Assistant Village Administrator/HR Director Mary Jo Seehausen had no report.

Director of Public Infrastructure Dave Toepper had no report.

Deputy Fire Chief James Baine reported thus far in 2016 the Fire Department has responded to 591 emergency runs.

Police Chief Boehm had no report.

EMA Chief Tom Johnston reported in May EMA had 9 emergency calls for service, 9 regular patrols and 2 special events for a total of 231 man hours. EMA has picked up its new ATV and hope to have it available at the next Board Meeting for inspection.

Community Center Director Diane Rossi reported on the Summer Club which starts June 20th and runs through the second week of August concluding with a picnic.

Housing and Community Development Director Alice Peterson was absent.

Village Attorney Kurt Asprooth was absent.

TRUSTEES' REPORTS

Trustee Buxton Treasurer's Report is attached.

Trustee Buxton also reported on the progress of the Miller Woods/MWRD de annexation. The attorney has represented the group in a hearing and has another hearing date set for July 21st. The surveyor has made adjustment to the boundary survey. Trustee Buxton thanked Infrastructure Director Toepper for assisting the surveyor and the attorney. The plat and survey will be presented at the July 21st hearing. After that a hearing will be set for all interested parties. Trustee Buxton will report back to Miller Woods residents and the Village Board.

Trustee Skrezyna had no report.

Trustee Lopez had no report.

Trustee Sarek inquired about cover for the Community Center gym floor. Trustee Sarek stated Administrator Tilton explained that the floor cover will be included in the 2017 budget.

Trustee Perchinski had no report.

Trustee Joyce had no report.

CLERK'S REPORT had no report.

PRESIDENT PETERSON was absent.

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, Lopez, Skrezyna and Buxton. Motion carried.

CORRESPONDENCE

None

OLD BUSINESS:

Sue Koelling discussed plans for the Lorenzo Garcia Memorial. Administrator Tilton explained that construction of the park will have no negative impact on the Village's grants status. Trustee Perchinski suggested the project proceed in phases as financing allows. Ms. Koelling explained that the main layout of the park will have to be done in one phase. Ms. Koelling suggested the park be named "Park of Hope" referring to Hope Hospital that is involved in organ transplantation. The Board did not disagree with the name. Trustee Perchinski made a motion to allow "Park of Hope" work to move forward. Trustee Sarek seconded the motion. Roll was called. The

following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried. Trustee Lopez thanked Ms. Koelling for her work on the project.

NEW BUSINESS:

Trustee Perchinski made a motion to approve RESOLUTION NO. 1094 RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE SECTION 07-00000-00-GM. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

Trustee Perchinski made a motion to approve RESOLUTION NO. 1095 RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

Trustee Perchinski made a motion to approve RESOLUTION NO. 1096 A COMPLETE STREETS RESOLUTION. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

Trustee Perchinski made a motion to permit Police Chief Boehm to purchase a 2016 Ford Police Utility Interceptor from Currie Ford in Frankfort at a cost of \$33,174.00 with financing for 4 years at 3.15%. Trustee Skrezyna seconded the motion and explained the new vehicle will replace one recently totaled in an accident. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

Trustee Perchinski made a motion to approve Steger Storm Football and Cheer's request for Tag Days June 11, 12 & 19 and July 16 & 17 at the 34th Street & Chicago Road intersection. June 18, July 9 & 10 were not approved due to conflicts with other events in the Village. EMA Chief Johnston asked that safety vests are required and all donation collectors be at least 18 years of age. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

Per Director Toepper's request, Trustee Skrezyna made a motion to accept Excel's proposal for a Public Works Generator. Trustee Perchinski seconded the motion. Trustee Joyce inquired about a possible second energy source as natural gas would not be available to fuel the generator in the event of a natural disaster. Director Toepper will look into dual energy source generators. Trustee Skrezyna rescinded his motion to accept Excel's proposal. Trustee Perchinski seconded the motion to rescind the previous motion. Trustee Buxton made a motion to table the request indefinitely, allowing Mr. Toepper time to search out dual energy source generators. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

Trustee Perchinski made a motion to approve the request of Kimberly Joyce to close 32nd Street from Hopkins to Louis Sherman Drive on Saturday June 25th from 9am to 10pm for a graduation/birthday party. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

There being no further business to discuss, Trustee Perchinski made a motion to adjourn. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Motion carried.

MEETING ADJOURNED AT 7:32pm

Kenneth A. Peterson, Jr., Village President

Carmen S. Recupito, Jr., Village Clerk

SYS DATE:06/17/16

village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 1

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MERTS HVAC	073237	01-00-31100		REPLACE WATER HEA	697.50
EXCEL ELECTRIC INC	119702	01-00-31400		ROYAL OAKS LIGHTS	322.90
COM ED	84103 061416	01-00-33102		MONTHLY SERVICE	1543.80
COMED	22049 0616	01-00-33102		MONTHLY SERVICE	213.02
COMED	24002 0616	01-00-33102		MONTHLY SERVICE	359.97
COMED	73007 0616	01-00-33102		MONTHLY SERVICE	109.65
COMED	80004 0616	01-00-33102		MONTHLY SERVICE	48.21
COMED	81001 0616	01-00-33102		MONTHLY SERVICE	37.81
HERITAGE F/S, INC.	69061	01-00-33300		GASOLINE	2672.69
HERITAGE F/S, INC.	69061	01-00-33300		DIESEL FUEL	1370.93
CINTAS CORPORATION #319	5005259467	01-00-33500		FIRST AID CABINET	41.45
WALTON OFFICE SUPPLY	295571-0	01-00-33500		OFFICE SUPPLIES	78.09
WALTON OFFICE SUPPLY	295586-0	01-00-33500		OFFICE SUPPLIES	16.00
ABSOLUTE BEST CLEANING SERVICES, INC.	12562	01-00-33502		MAY 2016 CLEANING	657.14
COMCAST BUSINESS	43591763	01-00-33700		MONTHLY SERVICE	418.46
COMCAST	060116	01-00-33700		MONTHLY FAX SERVI	44.90
VERIZON WIRELESS	9766499597	01-00-33700		MONTHLY CELL SVC	403.57
COMCAST	060116	01-00-33701		INTERNET MONTHLY	131.66
PROSHRED SECURITY	100073216	01-00-33900		SHRED SERVICE	45.00
PROVEN BUSINESS SYSTEMS	317854	01-00-33901		TONER	10.00
T & T BUSINESS SYSTEMS, INC.	86449	01-00-33901		COPIER LEASE	141.00
DEL GALDO LAW GROUP LLC	17932	01-00-34100		LEGAL SERVICES	292.50
KANE MC KENNA AND ASSOCIATES INC	13996	01-00-34102		TIF CONSULTANT	4950.00
KANE MC KENNA AND ASSOCIATES INC	13997	01-00-34102		TIF CONSULTANT	412.50
KANE MC KENNA AND ASSOCIATES INC	13998	01-00-34102		TIF CONSULTANT	2075.00
KIIRA WOLF BUSINESS SOLUTIONS	00017	01-00-34150		QUARTERLY NEWSLET	2000.00
ALFRED G. RONAN, LTD	JUNE 2016	01-00-34500		CONSULTING SVC	4000.00
THE TIMES ADVERTISING	2016 TREASURERS	01-00-35500		TREASURER'S REPOR	1026.72
FORTE	22549	01-00-38900		WARRANTY FEES	5.00

SYS DATE:06/17/16

Village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 2

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
=====					
ILLINOIS CITY/COUNTY MANAGEMENT ASSOC.					
2016-17	01-00-38901	M TILTON MEMBERSH		219.00	
SAM'S CLUB/GECF					
2016-17	01-00-38901	MEMBERSHIP		190.00	
PERFORMACNE FOOD GROUP - TPC					
4947891	01-00-38908	DRIVING DIXIE LUN		640.03	
MIDWEST PRINT					
10	01-00-39701	DAYS OF MUSIC BAN		1400.00	
MIDWEST PRINT					
11	01-00-39701	DAYS OF MUSIC SIG		450.00	
CANON FINANCIAL SERVICES, INC					
16130173	01-00-41100	LASERFISHCE		1158.00	
CANON FINANCIAL SERVICES, INC					
16130173	01-00-41100	GRAPHICS EQUIPMEN		361.40	
TOTAL FOR FUND 01 DEPT. 00					28543.90
MUNICIPAL COLLECTION SERVICES					
008245	01-06-34901	MAY COLLECTIONS		279.54	
MUNICIPAL SYSTEMS, INC					
12450	01-06-34901	C TICKET EXPENSE		643.75	
TOTAL FOR FUND 01 DEPT. 06					923.29
JAMES HERR & SONS					
100036	01-07-31805	VEHICLE MAINT		169.55	
VERIZON WIRELESS					
9766499597	01-07-33700	MONTHLY CELL SVC		98.78	
MUNICIPAL COLLECTION SERVICES					
008246	01-07-34902	MAY COLLECTIONS		2122.30	
MUNICIPAL SYSTEMS, INC					
14229	01-07-34902	ABC/MOVE EXPENSE		240.00	
TOTAL FOR FUND 01 DEPT. 07					2630.63
BRIO INDUSTRIES INC.					
16-05-	01-08-34500	ASBESTOS INSPECTI		400.00	
TOTAL FOR FUND 01 DEPT. 08					400.00
TOTAL FOR FUND 01					32497.82
MIDWEST DOCK SOLUTIONS					
100537	02-00-31100	BAY DOOR REPAIR		340.00	
MERTS HVAC					
073237	02-00-31100	REPLACE WATER HEA		697.50	
EASTCOM					
JULY 2016	02-00-31801	RADIO MAINT		80.45	

SYS DATE:06/17/16

village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 3

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
ZOLL	9027568	02-00-32900			RESCUENET MAINT	300.00	
CRETE ACE HARDWARE	053116	02-00-33501			SHOP SUPPLIES	52.55	
CRETE ACE HARDWARE	053116	02-00-33501			SHOP SUPPLIES	17.06	
ACE HARDWARE IN STEGER	053116	02-00-33501			SHOP SUPPLIES	68.82	
CINTAS CORPORATION #319	5005259467	02-00-33501			FIRST AID CABINET	41.44	
MENARDS - MATTESON	15065	02-00-33501			NO SMOKING SIGNS	2.38	
VERIZON WIRELESS	9766499597	02-00-33700			MONTHLY CELL SVC	33.51	
HENRY SCHEIN	31341989	02-00-33702			AMBULANCE SUPPLIE	47.30	
MW LEASING COMPANY LLC	L108789	02-00-33901			COPIER LEASE	251.79	
MW LEASING COMPANY LLC	L108850	02-00-33901			COPIER LEASE	251.79	
WORKING WELL	053116	02-00-34200			MEDICAL TESTING	1199.00	
EASTCOM	JULY 2016	02-00-34252			DISPATCH SERVICE	3144.00	
SAM'S CLUB/GEFCF	2016-17	02-00-38901			MEMBERSHIP	45.00	
ZOLL	9027568	02-00-38901			RESCUENET LICENSE	600.00	
ZOLL	9027568	02-00-38901			MOBILE UNIT LICEN	600.00	

TOTAL FOR FUND 02	DEPT. 00	7772.59
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TOTAL FOR FUND 02	7772.59
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ELMER & SON LOCKSMITHS INC	335652	03-30-31100	KEYS	20.00
EXCEL ELECTRIC INC	119702	03-30-31100	COM CTR TIMER	322.90
ACE HARDWARE IN STEGER	053116	03-30-33500	OFFICE SUPPLIES	45.64
ABSOLUTE BEST CLEANING SERVICES, INC.	12562	03-30-33502	MAY 2016 CLEANING	985.72
COMCAST	061016	03-30-33700	MONTHLY SERVICE	81.13
VERIZON WIRELESS	9766499597	03-30-33700	MONTHLY CELL SVC	30.00
KONICA MINOLTA BUSINESS SOLUTIONS	9002483648	03-30-33703	COPIER LEASE	25.00
SMITHEREEN COMPANY	1336827	03-30-33703	MONTHLY SERVICE	57.00
UNIFIRST CORPORATION	062 0181436	03-30-33703	MAT CLEANING SVC	25.10
PROTECTION ONE ALARM MONITORING, INC.	052616	03-30-33704	SECURITY SYSTEM	41.50

SYS DATE:06/17/16

village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 4

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
=====							
PROTECTION ONE ALARM MONITORING, INC.							
COMCAST	060516	03-30-33704			SECURITY SYSTEM	62.04	
ACE HARDWARE IN STEGER	061016	03-30-33900			CABLE/INERNET	139.70	
	053116	03-30-37900			OFFICE EQUIPMENT	2.59	
TOTAL FOR FUND 03		DEPT. 30				1838.32	
ELMER & SON LOCKSMITHS INC							
MERTS HVAC	335359	03-31-31100			GIRLS SOFTBALL KE	66.73	
EXCEL ELECTRIC INC	0516-18	03-31-31100			A/C AT VETS PARK	2239.00	
COMED	119702	03-31-31300			SOFTBALL FIELD LI	322.90	
COMED	19001 0616	03-31-33100			MONTHLY SERVICE	40.11	
COMED	66000 0616	03-31-33100			MONTHLY SERVICE	610.51	
GRAINGER	9134159517	03-31-37301			CANOPY	349.25	
TOTAL FOR FUND 03		DEPT. 31				3628.50	
TOTAL FOR FUND 03						5466.82	
ACE HARDWARE IN STEGER							
	053116	04-00-31100			BLDG MAINT	105.21	
ACE HARDWARE IN STEGER							
	053116	04-00-31800			TOOLS MAINT	17.96	
TMDE CALIBRATION LABS INC							
	26309	04-00-31800			RADAR MAINT	379.00	
JAMES HERR & SONS							
	100006	04-00-31805			SQUAD MAINT	70.76	
JAMES HERR & SONS							
	100097	04-00-31805			VEHICLE MAINT	60.00	
JAMES HERR & SONS							
	100101	04-00-31805			VEHICLE MAINT	67.68	
JAMES HERR & SONS							
	99973	04-00-31805			VEHICLE MAINT	233.88	
SAUK TRAIL CAR WASH							
	MAY 2016	04-00-31805			SQUAD WASHES	122.85	
HERITAGE F/S, INC.							
	68943	04-00-33300			GASOLINE	1404.60	
CORE INTEGRATED MARKETING							
	104137	04-00-33400			CSO CAR MAGNETS	115.00	
WALTON OFFICE SUPPLY							
	295552-0	04-00-33500			OFFICE SUPPLIES	95.40	
WALTON OFFICE SUPPLY							
	295618-0	04-00-33500			OFFICE SUPPLIES	656.38	
WALTON OFFICE SUPPLY							
	295684-0	04-00-33500			OFFICE SUPPLIES	83.01	

SYS DATE:06/17/16

village of steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 5

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
			DESCRIPTION		DIST
WALTON OFFICE SUPPLY	295713-0	04-00-33500	OFFICE SUPPLIES		96.17
ABSOLUTE BEST CLEANING SERVICES, INC.	12562	04-00-33502	MAY 2016 CLEANING		657.14
COMCAST	060316	04-00-33700	MONTHLY FAX SVC		114.80
VERIZON WIRELESS	9766499597	04-00-33700	MONTHLY CELL SVC		557.56
COMCAST	060316	04-00-33701	MONTHLY INTERNET		156.70
JCM UNIFORMS	720006	04-00-33702	FAJMAN UNIFORMS		241.41
LEXISNEXIS RISK SOLUTIONS	20160531	04-00-33900	MONTHLY SERVICE		33.50
CINTAS CORPORATION #319	5005259468	04-00-33900	MEDICINE CABINET		82.40
SOUTH SUBURBAN HOSPITAL	000770250	04-00-34102	EVIDENCE PURPOSES		1386.00
WORKING WELL	00209844-00	04-00-34200	NON DOT PHYSICAL		261.00
EASTCOM	JULY 2016	04-00-34252	DISPATCH SERVICE		18635.00
JCM UNIFORMS	719501	04-00-37302	BOREN UNIFORMS		400.83
JCM UNIFORMS	719501.1	04-00-37302	BOREN UNIFORMS		367.79
JCM UNIFORMS	720090	04-00-37302	FAJMAN UNIFORMS		274.97
RAY O'HERRON CO INC	1632261-IN	04-00-37800	TOOLS/WORK EQUIPM		673.20
RAY O'HERRON CO INC	1633680-IN	04-00-37800	LIFE HAMMER		138.75
RAY O'HERRON CO INC	1634134-IN	04-00-37800	TOOLS/WORK EQUIP		277.95
RAY O'HERRON CO INC	1634212-IN	04-00-37800	GUNSHOT TEST		107.75
NORTH EAST MULTI-REGIONAL TRAINING INC	204660	04-00-38700	MEMBERSHIP		2280.00
RAY & WALLY'S TOWING SERVICE, INC.	16-00833	04-00-38711	TOW FEES/SEIZED v		900.00
SAM'S CLUB/GECF	2016-17	04-00-38901	MEMBERSHIP		45.00
MOBLEY, STEPHANIE	053116	04-00-38960	TOBACCO GRANT		50.00
TOTAL FOR FUND 04		DEPT. 00			31149.65
VERIZON WIRELESS	9766499597	04-02-33700	MONTHLY CELL SVC		18.94
C.O.P.S. AND F.I.R.E. PERSONNEL TESTING	103678	04-02-34202	PRE-EMPLOYMENT TE		450.00
TOTAL FOR FUND 04		DEPT. 02			468.94

SYS DATE:06/17/16

Village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 6

PAYABLE TO

INV NO

G/L NUMBER

CHECK DATE

CHECK NO

AMOUNT

DESCRIPTION

DIST

TOTAL FOR FUND 04

31618.59

THORN CREEK BASIN SANITARY DISTRICT

MAY 2016	06-00-15800	MONTHLY SEWER CHA	24352.13
MILLERS READY MIX			
075911	06-00-31204	PATCHING	290.00
GREAT LAKES UNDERGROUND SUPPLY, LLC			
9370	06-00-31504	MAINT TO MAINS	1020.00
GREAT LAKES UNDERGROUND SUPPLY, LLC			
9371	06-00-31504	MAINT TO MAINS	1356.00
M&J UNDERGROUND, INC			
M16-0208	06-00-31504.01	SEWER JET	2125.00
M&J UNDERGROUND, INC			
M16-0210	06-00-31504.01	STORM SEWER	23200.00
M&J UNDERGROUND, INC			
M160207	06-00-31504.01	JET SEWER	850.00
C & M PIPE SUPPLY CO., INC			
2880	06-00-31506	SEWER MAINT	78.20
C & M PIPE SUPPLY CO., INC			
2881	06-00-31506	SEWER MAINT	74.20
CENTRAL RODDING TOTAL SEWER SERVICE INC			
12567	06-00-31506	HYDROJET	650.00
DICICCO CONCRETE PRODUCTS, INC			
504566	06-00-31506	SEWER MAINT	302.10
DICICCO CONCRETE PRODUCTS, INC			
504576	06-00-31506	SEWER MAINT	100.70
SAUK TRAIL CAR WASH			
MAY 2016	06-00-31805	CAR WASHES	29.90
NICOR GAS			
1000 1 060916	06-00-33200	MONTHLY GAS BILL	56.23
NICOR GAS			
1000 2 060616	06-00-33200	MONTHLY GAS BILL	57.85
ACE HARDWARE IN STEGER			
053116	06-00-33501	SHOP SUPPLIES	65.34
ALPINE VALLEY WATER, INC.			
76830	06-00-33501	DRINKING WTR	20.25
K-MART #7289			
0603160359026	06-00-33501	SHOP SUPPLIES	80.52
VERIZON WIRELESS			
9766499597	06-00-33700	MONTHLY CELL SVC	279.46
UNIFIRST CORPORATION			
062 0181634	06-00-33800	WEEKLY UNIFORMS S	38.24
UNIFIRST CORPORATION			
062 0182588	06-00-33800	WEEKLY MAT SERVIC	17.55
UNIFIRST CORPORATION			
062 0182686	06-00-33800	WEEKLY UNIFORM SV	38.29
CINTAS CORPORATION #319			
5005259466	06-00-33900	FIRST AID CABINET	38.21
AIDE RENTALS & SALES			
78739-1	06-00-33901	2 MAN BUCKET LIFT	329.48
AIDE RENTALS & SALES			
78788-1	06-00-33901	2 MAN BUCKET LIFT	538.79
WATER SOLUTIONS UNLIMITED			
39010	06-00-33907	PHOSPHATE	5400.00
WATER SOLUTIONS UNLIMITED			
39010	06-00-33907	FLUOROSILICIC	538.80

SYS DATE:06/17/16

Village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 7

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
			DESCRIPTION		DIST

WATER RESOURCES INC					
30599		06-00-37507		60 WATER METERS	
SAM'S CLUB/GECF					
2016-17		06-00-38901		MEMBERSHIP	45.00
TOTAL FOR FUND 06		DEPT. 00			72789.03

TOTAL FOR FUND 06				72789.03	
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MONEE RENTALS & SALES INC					
01-038435- 02		07-00-31200		TOWABLE LIFT	396.00
SHOREWOOD HOME & AUTO, INC.					
186040		07-00-31700		EQUIPMENT MAINTEN	134.49
SHOREWOOD HOME & AUTO, INC.					
182760		07-00-31800		OIL FILTERS	9.94
SHOREWOOD HOME & AUTO, INC.					
186041		07-00-31800		AIR FILTER	13.40
O'REILLY AUTO PARTS					
3414-385893		07-00-31805		VEHICLE MAINT	83.97
T.R.L. TIRE SERVICE CORP					
271638		07-00-31805		VEHICLE MAINT	107.80
T.R.L. TIRE SERVICE CORP					
271668		07-00-31805		VEHICLE MAINT	187.00
T.R.L. TIRE SERVICE CORP					
271672		07-00-31805		VEHICLE MAINT	23.00
T.R.L. TIRE SERVICE CORP					
271681		07-00-31805		VEHICLE MAINT	26.95
HERITAGE F/S, INC.					
68943		07-00-33300		GASOLINE	662.00
ALPINE VALLEY WATER, INC.					
76830		07-00-33500		DRINKING WTR	20.25
ACE HARDWARE IN STEGER					
053116		07-00-33501		SHOP SUPPLIES	66.90
ACE HARDWARE IN STEGER					
053116		07-00-33501		SHOP SUPPLIES	313.09
CRETE LUMBER & SUPPLY CO					
B108094		07-00-33501		SHOP SUPPLIES	5.66
CYLINDER MAINTENANCE AND SUPPLY					
5143		07-00-33501		ACETYLENE CYLINDE	15.00
FASTENAL COMPANY					
ILSTE132068		07-00-33501		SHOP SUPPLIES	39.22
FASTENAL COMPANY					
ILSTE132109		07-00-33501		SHOP SUPPLIES	59.96
FASTENAL COMPANY					
ILSTE132261		07-00-33501		SHOP SUPPLIES	24.68
FASTENAL COMPANY					
ILSTE132263		07-00-33501		SHOP SUPPLIES	82.27
FASTENAL COMPANY					
ILSTE132279		07-00-33501		SHOP SUPPLIES	424.74
FASTENAL COMPANY					
ILSTE132287		07-00-33501		SHOP SUPPLIES	16.40
FASTENAL COMPANY					
ILSTE132316		07-00-33501		SHOP SUPPLIES	8.10
K-MART #7289					
0603160359026		07-00-33501		SHOP SUPPLIES	80.53

SYS DATE:06/17/16

Village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 8

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
SOUTH HOLLAND PAPER CO.	346061	07-00-33501			PAPER PRODUCTS	82.60	
SOUTH HOLLAND PAPER CO.	348105	07-00-33501			PAPER PRODUCTS	118.16	
COMCAST	060116	07-00-33700			FAX SERVICE	44.90	
COMCAST	060116	07-00-33701			CABLE/INTERNET	97.31	
UNIFIRST CORPORATION	062 0181634	07-00-33800			WEEKLY UNIFORMS S	38.33	
UNIFIRST CORPORATION	062 0182588	07-00-33800			WEEKLY MAT SERVIC	17.55	
UNIFIRST CORPORATION	062 0182686	07-00-33800			WEEKLY UNIFORM SV	38.28	
CINTAS CORPORATION #319	5005259466	07-00-33900			FIRST AID CABINET	38.21	
K-PLUS ENGINEERING LLC	INV100271	07-00-34300			DRAINAGE REPORT	2855.00	
B & B SHELLE OPTICAL	14664	07-00-37805			SAFETY GLASSES	276.08	
TOTAL FOR FUND 07		DEPT. 00				6407.77	
TOTAL FOR FUND 07						6407.77	
JOSEPH A SCHUDT & ASSOCIATES	0616174	08-00-34300			ENGINEERING FEES	2010.00	
TOTAL FOR FUND 08		DEPT. 00				2010.00	
TOTAL FOR FUND 08						2010.00	
HELSEL JEPPEPERSON ELECTRICAL INC	745618	16-00-33501			SHOP SUPPLIES	26.00	
COMCAST	061016	16-00-33700			MONTHLY FAX SVC	44.90	
VERIZON WIRELESS	9766499597	16-00-33700			MONTHLY CELL SVC	60.26	
COMCAST	061016	16-00-33701			INTERNET SERVICE	86.67	
WORKING WELL	00209844-00	16-00-34200			NON DOT PHYSICAL	74.00	
TOTAL FOR FUND 16		DEPT. 00				291.83	
TOTAL FOR FUND 16						291.83	
BOARMAN KROOS VOGEL GROUP INC	41889	25-00-34200			ARCHITECT SVC	24891.15	

SYS DATE:06/17/16

Village of Steger

SYS TIME:11:11

A / P W A R R A N T L I S T

[NW2]

REGISTER # 687

DATE: 06/17/16

Friday June 17, 2016

PAGE 9

PAYABLE TO

INV NO

G/L NUMBER

CHECK DATE

CHECK NO

AMOUNT

DESCRIPTION

DIST

TOTAL FOR FUND 25

DEPT. 00

24891.15

TOTAL FOR FUND 25

24891.15

** TOTAL CHECKS TO BE ISSUED

183745.60

01

CORPORATE

32497.82

02

FIRE PROTECTION

7772.59

03

PLAYGROUND/RECREATION

5466.82

04

POLICE PROTECTION

31618.59

06

WATER/SEWER FUND

72789.03

07

ROAD & BRIDGE

6407.77

08

MOTOR FUEL TAX

2010.00

16

H.S.E.M.

291.83

25

CAPITAL PROJECTS

24891.15

TOTAL FOR REGULAR CHECKS:

183,745.60

ORDINANCE NO. 1127

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

ORDINANCE ESTABLISHING PREVAILING WAGES
FOR THE VILLAGE OF STEGER.

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 State of Illinois has enacted the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) (the "Act"), which regulates the wages of laborers, mechanics and other workers employed in any public works by the state, county, city, or any public body or political subdivision or by anyone under contract for public works; and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of the Village employed in performing the construction of any public works for the Village; and

WHEREAS, due to the state budget crisis, the Illinois Department of Labor ("IDOL") has not issued revised prevailing wage rates for laborers, mechanics and other workers performing the construction of public works projects for this year; and

WHEREAS, IDOL's most current prevailing wage rates were issued for July of 2015; and

WHEREAS, in order to provide adequate notice to workers in the Village, the Village President (the "President") and Board of Trustees of the Village (the "Village

Board” and together with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Village to adopt the revised prevailing rates of wages for the construction of public works projects for the Village (collectively, the “Determination”) as set forth on Exhibit A, attached hereto and incorporated herein; and

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

SECTION 1: To the extent and as required by the Act, the general prevailing rate of wages in the locality of the Village for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook and Will Counties, as applicable, as determined by the Department of Labor of the State of Illinois (the “Department”) as of July 2015, a copy of the Department’s determinations being attached hereto and incorporated herein as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department’s July determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance that are also used in the Act shall be the same as in the Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Act.

SECTION 3: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village the Determination or any revisions of such prevailing rate of wage. A copy of the Determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications to the extent required by the Act.

SECTION 4: The Village Clerk shall mail a copy of the Determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose rates will be affected by such rates.

SECTION 5: The Village Clerk shall promptly (and in no event later than July 15, 2016) file a certified copy of this Ordinance with the Department and shall, with thirty (30) calendar days after such filing, publish in a newspaper of general circulation within the Village a notice that the Determination is effective.

SECTION 6: The Village Clerk shall cause to be published this Ordinance in pamphlet form.

PASSED this 20TH day of June 2016.

Carmen Recupito, Jr., Village Clerk

APPROVED this 20TH day of June 2016.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting:

ORD. NO. 1127

EXHIBIT A

ORDINANCE NO. 1128

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

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF STOP SIGNS ON 36TH STREET AND HALSTED STREET AND 37TH STREET AND HALSTED STREET 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, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) and Section 11-302 of the Illinois Vehicle Code (625 ILCS 5/11-302) provide that a municipality may regulate the use of the streets and other municipal property and erect stop signs on streets and highways under its jurisdiction; and

WHEREAS, the Village operates and maintains a road network as part of its municipal function; and

WHEREAS, traffic control is an essential part of the operation of the road network; and

WHEREAS, currently there are no traffic control signals regulating both northbound and southbound traffic on Halsted Street at the intersections of 36th Street and Halsted Street and 37th Street and Halsted Street (the "Intersections"); and

WHEREAS, due to the lack of traffic control signals in this area, the local traffic congestion poses a danger to pedestrians and motorists; 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") have determined that the installation of stop signs at the Intersections is necessary to protect the health, safety and welfare of the residents of the Village; and

NOW, THEREFORE, BE IT ORDAINED 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 1.0: Incorporation Clause.

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

Section 2.0: Purpose.

The purpose of this Ordinance is to authorize the placement of stop signs at the Intersections in the Village in order to regulate traffic and protect the health, safety, and welfare of the residents of the Village.

ARTICLE II. AUTHORIZATION

Section 3.0: Authorization.

The Corporate Authorities hereby authorize and approve the installation and placement of stop signs at the Intersections in order to regulate traffic and protect the health, safety, and welfare of the residents of the Village. Village staff are hereby directed to establish said stop signs at the Intersections as soon as practicable.

Section 3.1: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the Ordinance and shall take all action necessary in conformity therewith, including taking all necessary steps to ensure the proper installation and continuing maintenance of the stop signs located at the Intersections. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Ordinance.

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

Section 4.0: Headings.

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

Section 5.0: Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance 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 6.0: 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 7.0: Publication.

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

Section 8.0: Effective Date.

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

PASSED this _____ day of June, 2016.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this _____ day of June, 2016.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:



**Illinois Department
of Transportation**

Resolution No. 1097
**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the _____ President and Board of Trustees _____ of the
(Council or President and Board of Trustees)
_____ Village _____ of _____ Steger _____, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$450,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2016
(Date)
to December 31, 2016
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, _____ Carmen S. Recupito, Jr. _____ Clerk in and for the _____ Village _____
(City, Town or Village)
of _____ Steger _____, County of _____ Cook/Will _____

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the _____ President and Board of Trustees _____ at a meeting on _____
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2016.

(SEAL)

(City, Town or Village) Village Clerk

Approved
_____ Regional Engineer Department of Transportation
_____ Date



Local Public Agency: Village of Steger
County: Cook/Will
Section Number: 16-00000-00-GM

Section Number: 16-00000-00-GM[illegible]

Regional Engineer

Date



Illinois Department of Transportation

Maintenance Engineering to be Performed by a Consulting Engineer (to be attached to BLR 14231 or BLR 14221)

Local Agency Village of Steger
Section Number 16-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
<input checked="" type="checkbox"/> > \$20,000	\$1,250.00
<input type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	\$31,777.19	6%	\$38,132.63	

By: _____
Local Agency Official Signature

By: Clayton M. Shipley Clayton M. Shipley, P.E.
Consulting Engineer Signature

Title

Vice President; Knight E/A, Inc.

Title

Date

June 17, 2016

Date



11/30/2017
P.E. License
Expiration Date



Grilli Construction, Inc.

General Contracting • Construction Management

19229 Henry Drive
Mokena, IL 60448
Office: 708-479-2999
Fax: 708-479-2934

www.grilliconstruction.com

June 3, 2016

Mr. Mike Tilton
Village of Steger Administrator
35 W 34th Street
Steger, IL 60475

RE: Proposal for Construction Management Services
Steger Village Hall and Police Department

Dear Mr. Tilton:

Thank you for the opportunity to provide the Village of Steger with our construction services. Grilli Construction, Inc. is proposing to provide construction management services to act as Village of Steger Owner's Representative for the construction project: "Steger Village Hall and Police Department Project", based on the drawings and specifications of the Village's Architect, BVK Group. Grilli Construction will be an agent of The Village of Steger.

Our construction management services will generally include the following:

General Duties During Design Phase:

1. Review project concept and budget for financial feasibility.
2. Monitor the Design Professional's compliance with the Project Objectives and coordinate and expedite the flow of information between the Owner and the Design Professional.
3. Make recommendations to the Owner and advise the Design Professional with respect to sequence of construction, construction duration and separation of the Project into contracts for various categories of work.
4. Expedite the Owner's design review by compiling and conveying the Owner's comments to the Design Professional.
5. Make recommendations to the Owner concerning design changes and value-engineering options that may result in revisions to the total project budget.
6. Analyze and report to the Owner and advise the Design Professional of the cost of various design and construction alternatives.
7. Recommend revisions to the Master Schedule in conjunction with the project objectives and update as necessary.
8. Attend city council and committee meetings as requested.

General Duties During Construction Phase:

1. Attend construction site meetings for the duration of the project; review and comment on the minutes.
2. Participate in all job site meetings attended by the architect, general contractor and/or the Owner and other such meetings as required by the Owner.
3. Track all Project costs.
4. Monitor and coordinate activities of Owner's personnel involved in the project.
5. Issue relevant reports to Owner, such as cost summaries, contingency reports, budget variance reports, and other reports relating to the Owner's budget and project schedule, and issues or concerns with the project.
6. Advise and assist Owner regarding any issues relating to the impact of any proposed changes to scope, schedule and cost on the Project.
7. Assist Owner in obtaining services such as surveying, geotechnical services, materials testing, inspections, etc. and assist as needed in evaluating proposals for services.
8. Assist in the development of the plan and schedule for acceptance and occupancy of the Project that addresses timely procurements of furnishings, fixtures and equipment, and moving services. Incorporate these needs into the project schedule.
9. Assist Owner in a review of the Contract Documents, identify potential cost savings, evaluate value engineering opportunities, and make recommendations for the same.
10. Maintain a presence for the duration of the Construction Phase until substantial completion has been achieved.
11. Evaluate quality of work.
12. Assist Owner with its responsibilities and rights in regard to submittals, claims, change orders, requests for information (RFI), pay requests, and related activities for both design and construction phases.
13. Assist Owner with its responsibilities and rights in review of designer and contractor pay requests, coordinate corrections and advise Owner concerning certification for payment.
14. Make observations and recommendations to the Owner regarding its responsibilities and rights in cases of rejection and correction of substandard or non-complying work.
15. Review and make recommendations regarding Owner responsibilities and rights in regard to contractor-submitted change orders and time extensions.
16. Assist in negotiations as directed.
17. Assist as needed with obtaining the final certificates of occupancy and completion.
18. Verify the collection, logging, and delivery of operations and maintenance manuals as directed.
19. Review the Project schedule, closely monitor any changes or deviations from the schedule, and identify critical elements of the schedule, including Owner-required milestones;
20. Report as necessary on the status of Owner-furnished furniture, fixtures, equipment, signage, and information technology services.

Post-Construction Phase. Continue foregoing services as required and:

1. Verify delivery of as-built drawings, guarantees, warranties, and other record documents to the Owner.
2. Assist in the implementation of the occupancy plan and schedule.
3. Assist in final project cost reconciliations, obtain, and distribute closeout reports appropriately.
4. For items or services provided by the Owner, coordinate all vendors, subcontractors, and suppliers as related to the project; i.e. furniture, fixtures, and equipment (FFE), security - surveillance equipment, information technology (IT) equipment, etc.
5. Coordinate technical/operations training of Owner's maintenance and management personnel for building support systems.
6. Assist with project close-out; coordinate and verify the completion of such items.

Compensation:

Grilli Construction, Inc. is proposing a fee of 2.2 % of the total final construction costs. Our Construction Management Services will begin upon approval of this proposal and completed at final closeout of the new, "Steger Village Hall and Police Department" on or about August 2017.

I appreciate the opportunity to provide you with this proposal and become a part of the Village of Steger's team.

Respectfully Submitted,

GRILLI CONSTRUCTION, INC.



Daniel M. Petrarca
Vice President / Partner

Date: 6/8/2016

Accepted By:

Village of Steger

By: _____

Title: _____

A duly authorized signature

Date: _____



AIA®

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. 33rd 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.

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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.

Init.

§ 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

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.

Init.

§ 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.

Init.

§ 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

Init.

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (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;

Init.

- .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,

Init.

expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

Init.

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.

Init.

§ 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.

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	%)
Total Basic Compensation	\$455,000	(100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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;

Init.

- .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.)

Init.

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

OWNER

(Signature)

Ken Peterson, Mayor Date: _____

(Printed name and title)

ARCHITECT

(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. 33rd 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 byby:

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>	

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

...

Total Basic Compensation	<u>one hundred \$455,000</u>	percent	<u>100</u>	(<u> </u> %)
--------------------------	------------------------------	--------------------	------------	----------------

PAGE 17

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

PAGE 18

- .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.

PAGE 19

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

PAGE 20

Ken Peterson, Mayor Date:

Bruce Schwartzman, Partner Date: 4/18/16

...



(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.

(Signed)

(Title)

(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. 33rd 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

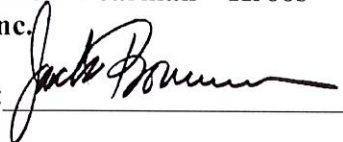
Owner: _____

By: _____

Its: _____

Dated: _____

ARCHITECT-Boarman Kroos Vogel Group, Inc.

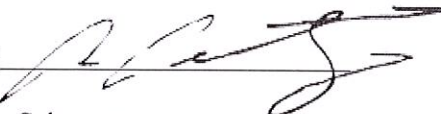
Architect:  _____

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_____

June 10, 2016

Joseph Zagone Jr.
3209 Emerald Ave.
Steger, IL 60475
708-921-7675

Mayor Kenneth Peterson
Steger Village Board
35 W. 34th Street
Steger, IL 60475

Dear Mayor Peterson and Village Board,

I am writing on behalf of the Steger Kiwanis Club. We had previously requested and you had approved September 23, 2016 as Peanut Day. Due to personal conflicts we need to change our date to September 30, 2016 to sell peanuts on the major intersections of the Village on that day. I apologize for the need to do this, but it is necessary to make this fundraiser as successful as possible. Thank you for your consideration and understanding

As with the original request, we will need Orange Traffic Cones on this new date, to aid with our members being seen at the corner. Your help in this matter is greatly appreciated.

Any questions regarding this request can be directed to my attention. Thank you again.

Sincerely,

Joe Zagone Jr.
Peanut Day Chairman



June 3rd, 2016

Dear Steger Village Board

We would like to ask for a donation to our Annual Steger Fest that we will be Hosting at Veterans Memorial Park July 21-24th. All donations can be sent to P.O. Box 84 Steger, Il 60475

If you need any further information please feel free to contact me on my cell phone at (708) 370-9826.

Thank You,

A handwritten signature in purple ink that reads "Lisa Smith". The signature is written in a cursive, flowing style.

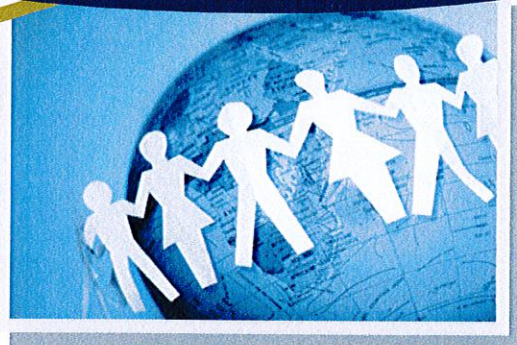
Lisa Smith

A yellow rectangular sticky note with handwritten text in black ink. The text reads: "\$1,000 donation in 2014" followed by an arrow pointing to "\$2,500 in 2009".

\$1,000
donation
in 2014
→
\$2,500
in 2009

Communities for Christ Prayer Fest

Praying Our Communities & the World



June 8, 2016

Dear Village Board,



We would like to request to host the 11th Annual Steger Day of Prayer at the Gazebo on June 3rd 2017. It's hard to believe that we are celebrating our 11th anniversary of the community coming together to pray blessings over Steger, our surrounding communities and our world.

We would like to reserve the gazebo for Friday June 2nd after 2PM for setup of our tent, and also using the gazebo on Saturday June 3rd until 3PM. We would need power for sound system, two extra trash cans and ten picnic tables.

Feel free to call if you have any questions. We are looking forward to the community coming together once again to unite in prayer for our great community.

Blessings,

Pastors Jason and Alyssa Cox - Janet Streck First Apostolic Church 708-758-7536

Pastors Joey and Jackie Evans - Shirley Deyoung Grace Church

Pastors Randy Dennis and Bonnie Gurney - Pentecostal Church of God

Pastors Sergio and Christina Lopez - House of Triumph Church