

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 24, 2014, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - February 10, 2014 (APPROVE)
  - c. Minutes - Executive Session - January 27, 2014 (APPROVE)
  - d. Warrants - \$333,001.46 (APPROVE)

### NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 8-4-39 OF THE VILLAGE CODE - USE OF HANDHELD CELLULAR TELEPHONE AND ELECTRONIC MESSAGING WHILE DRIVING
8. RESOLUTION - A RESOLUTION AUTHORIZING APPLICATION FOR THE 2014 COMMONWEALTH EDISON GREEN REGION PROGRAM FOR THE LAKE HINSDALE PARK WALKING PATH PROJECT
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND WILLIAMS ARCHITECTS

### PRIOR BUSINESS

10. COMMITTEE REPORTS
11. ATTORNEY'S REPORT

12. CLERK'S REPORT
13. ADMINISTRATOR'S REPORT
14. MAYOR'S REPORT
15. EXECUTIVE SESSION:
  - a) REVIEW 2014 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act
16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 10, 2014 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Village Clerk Leroy Hansen, Trustees Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Paul Oggerino.

ABSENT: Trustee Dennis Baker.

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Chief Altobella to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - January 27, 2014 (APPROVE)
- c. Minutes - Executive Session - January 13, 2014 (APPROVE)
- d. Warrants - \$94,576.06 (APPROVE)
- e. Monthly Financial Report - January 31, 2014 (APPROVE)
- f. Motion - A Motion to Approve Application for a License to Hold a Raffle - The Kerry Piper Irish Pub (APPROVE)
- g. Ordinance - An Ordinance Abating the Taxes Heretofore Levied for the Year 2013 to Pay the Principal and Interest on the \$2,050,000 General Obligation Bonds (Alternate Revenue Source), Series 2008 of the Village

of Willowbrook, DuPage County Illinois - Ordinance No.  
14-O-09 (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5(A) OF THE VILLAGE CODE - LIQUOR CONTROL, CLASS A LICENSE

Administrator Halik stated that this amendment will create an additional Class A Liquor License, to bring the total number to three (3), and will be issued to Target located at 7601 Kingery Highway.

The application was received and required background checks have been completed.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance No. 14-O-10.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker. PRESENT: Trustee Kelly

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE TO APPROPRIATE \$250,000 OF MOTOR FUEL TAX FUNDS FOR THE MAINTENANCE OF STREETS IN 2014

Administrator Halik advised that this resolution identifies the planned motor fuel tax fund expenditure amount for calendar year 2014. This resolution is adopted at the beginning of each year and sent to IDOT prior to approving expenditures from the Village's MFT fund. This year, there is \$250,000 available for

use in the annual road maintenance program and other MFT eligible projects. Adoption of this resolution does not mean that the Village is bound to use this full amount, only that this is what is available in the fund. Any unspent money will remain in the fund and carried over to the next year.

Staff will be presenting the proposed road maintenance program at the Committee Budget Review on Wednesday and the Budget Workshop in March. Work will involve road overlays within the Waterford Subdivision. A survey will be conducted to ensure that these are the primary roads for repairs.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 14-R-04.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2014 LEGISLATIVE SESSION OF THE SECOND YEAR OF THE 98<sup>TH</sup> GENERAL ASSEMBLY

Administrator Halik stated that the Village is a member of the DuPage Mayors and Managers Conference, which is comprised of 34 municipal governments. Each year, the Conference develops a Legislative Action Program based upon the agreed upon initiatives for the year. These initiatives include revenue and taxation, personnel and labor, municipal authority, and providing western access to O'Hare Airport.

The Village adopts an annual resolution that endorses the Conference's Legislative Action Program for that year. Once adopted, a signed and certified copy is sent to the DuPage Mayors and Managers Conference, all state and federal legislators that represent Willowbrook, and the Governor's office.

Trustee Kelly questioned the reform to pause the cost-of-living adjustments (COLAs) for ten years. Administrator Halik advised that one of the main components of the Downstate Police Pension program is a 3% compounding increase. Independent sources have identified this increase as one of the main issues that makes the pension system unsustainable. One of the suggestions of the DuPage Mayors and Managers Conference is that there should be a pause in this increase for ten years then reinstate a more reasonable inflation amount.

Administrator Halik advised that the main difference between IMRF and the Downstate Pension program is that IMRF does not have a compounding increase.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution No. 14-R-05.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, and Mistele. NAYS: None. ABSENT: Trustee Baker. PRESENT: Trustee Oggerino.

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Kelly wanted to thank the Public Works Department for their excellent work during the recent snow storms.

Trustee Mistele repeated the sentiment.

Trustee Berglund questioned the temporary signage at the Willowbrook Inn. Mayor Trilla stated that he will forward the inquiry to the appropriate staff.

Trustee Davi had no report.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik reminded the Board of the Joint Committee Budget Preview meeting to be held on Wednesday, February 12, 2014 at 5:30 p.m.

13. MAYOR'S REPORT

Mayor Trilla stated that the breakfast meeting held on February 8<sup>th</sup> with the West Central Municipal Conference was very good. Their legislative initiative is slightly different than the Mayors and Managers and will be brought to Board at a future Board meeting. The executive director for the Conference announced at the meeting about Willowbrook receiving a AAA rating from Standard and Poor's.

14. EXECUTIVE SESSION

- a. REVIEW 2014 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to recess into Executive Session at the hour of 6:43 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:47 p.m.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:49 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

February 24, 2014.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

FEBRURAY 24, 2014

GENERAL CORPORATE FUND	-----	\$183,674.06
WATER FUND	-----	138,805.15
HOTEL/MOTEL TAX FUND	-----	6,802.56
POLICE PENSION FUN	-----	3,142.00
L.A.F.E R FUND	-----	577.69
TOTAL WARRANTS	-----	\$333,001.46

\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

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Frank A. Trilla, Mayor

## VILLAGE OF WILLOWBROOK

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BILLS PAID REPORT FOR FEBRUARY, 2014

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	02/25 CK# 83741	\$2,179.28
D7088/FEB 14 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088/FEB 14 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AL WARREN OIL CO (2205)	02/25 CK# 83742	\$3,707.67
I0828799 GASOLINE INVENTORY 01-190-126	01-190-126	3,707.67
AMERICAN FIRST AID SERVICE INC (77)	02/25 CK# 83744	\$40.50
147120 MAINTENANCE - PW BUILDING	01-35-725-418	15.25
147279 OPERATING EQUIPMENT 01-451-401	01-30-630-401	25.25
AMG/SOUND MEMORIES (102)	02/25 CK# 83745	\$450.00
6/9/14 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	450.00
AT & T LONG DISTANCE (66)	02/25 CK# 83747	\$192.41
854192715DEC14 PHONE - TELEPHONES 01-420-201	01-10-455-201	192.41
AZAVAR AUDIT SOLUTIONS INC (158)	02/25 CK# 83748	\$256.95
9955/FEB 14 UTILITY TAX 01-310-205	01-310-205	256.95
DARREN BIGGS (198)	02/25 CK# 83749	\$54.11
14 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	54.11
THOMAS J BRESCIA (2601)	02/25 CK# 83750	\$1,008.00
JANUARY 2014 FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	1,008.00
CAPERS (2604)	02/25 CK# 83751	\$32,500.00
14-301 MAINT EDP-EQP. MAINTENANCE 01-457-263	01-30-640-263	10,000.00
14-301 MAINT DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	22,500.00
CHRISTOPHER B. BURKE (333)	02/25 CK# 83752	\$5,763.65
114871 FEES - ENGINEERING 01-505-245	01-35-720-245	110.00
114872 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	660.00
114874 REIMB.	01-40-820-259	127.25
114875 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	4,866.40
COMMONWEALTH EDISON (370)	02/25 CK# 83753	\$177.49
0423085170FB14 RED LIGHT - COM ED	01-30-630-248	65.45
0791026027FB14 RED LIGHT - COM ED	01-30-630-248	46.00
1024813000/FB14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
6863089003FB14 RED LIGHT - COM ED	01-30-630-248	64.78
CRAWFORD INDUSTRIES (2443)	02/25 CK# 83754	\$143.95
SICIN122051 OFFICE SUPPLIES 01-420-301	01-10-455-301	143.95
DU-COMM (2605)	02/25 CK# 83756	\$150.00
15124 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	150.00
DUPAGE COUNTY TREASURER (497)	02/25 CK# 83757	\$250.00
2671/JAN 14 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY (511)	02/25 CK# 83759	\$500.00
768/ 100 COUPNS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
768/ 100 COUPNS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	02/25 CK# 83760	\$468.37
030-14-02 JAN14 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
ECO CLEAN MAINTENANCE INC (2385)	02/25 CK# 83762	\$1,449.00
4018-JAN 14 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
FIRST AID CORPORATION (2606)	02/25 CK# 83764	\$291.55
621841 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	96.00
621841 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	195.55

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
GADDIS DAVID (652)	02/25 CK# 83765	\$72.42
2014 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	44.92
FTO SCHL SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	27.50
W.W. GRAINGER (1999)	02/25 CK# 83766	\$1,243.48
9351953592 OPERATING EQUIPMENT 01-540-401	01-35-755-401	525.72
9352157623 UNIFORMS 01-501-345	01-35-710-345	21.56
9352157631 OPERATING EQUIPMENT 01-540-401	01-35-755-401	-161.97
9353636278 OPERATING EQUIPMENT 01-540-401	01-35-755-401	558.47
9353636286 UNIFORMS 01-501-345	01-35-710-345	156.34
9356992249 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	43.08
9633151730 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	100.28
H AND R CONSTRUCTION INC. (742)	02/25 CK# 83767	\$24,810.00
14712 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	3,424.00
14713 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	7,490.00
14714 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	3,872.00
14715 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	4,356.00
14716 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	5,668.00
HINSDALE TOWNSHIP HIGH SCHOOL (797)	02/25 CK# 83768	\$174.00
717 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	174.00
HOME DEPOT CREDIT SERVICES (808)	02/25 CK# 83769	\$769.95
22958 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	100.00
5021268 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	116.33
5022623 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	230.23
6022482 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	105.09
6022526 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	50.63
7022333 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	167.67
I.R.M.A. (966)	02/25 CK# 83770	\$2,995.71
JAN 14 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	982.48
JAN 14 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	2,013.23
ILLINOIS PAPER COMPANY (898)	02/25 CK# 83771	\$339.84
IN91467 OFFICE SUPPLIES 01-420-301	01-10-455-301	339.84
INTERGOVERNMENTAL PERSONNEL (934)	02/25 CK# 83772	\$40,458.03
FEB 2014 EMP DED PAY-INS 01-210-204	01-210-204	10,076.34
FEB 2014 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	49.09
FEB 2014 LIFE INS BENEFIT -APPOINTED/ELECTED	01-07-435-148	29.24
FEB 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,130.37
FEB 2014 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	706.59
FEB 2014 PLAN COMMISSION COMPENSATION	01-15-510-340	43.43
FEB 2014 EMPLOYEE BENEFITS - MEDICAL 01-601-141	01-20-550-141	77.00
FEB 2014 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,425.54
FEB 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	23,517.56
FEB 2014 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,260.22
FEB 2014 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,142.65
ISP BUREAU OF CRIMINAL IDENTIFICATION (243)	02/25 CK# 83773	\$73.00
4554/LHV OPERATING EQUIPMENT 01-451-401	01-30-630-401	73.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	02/25 CK# 83775	\$499.41
227770055 COPY SERVICE 01-451-315	01-30-630-315	200.89
227793628 COPY SERVICE 01-420-315	01-10-455-315	298.52
LASERCRAFT INC (2300)	02/25 CK# 83776	\$25,482.50
76/JAN 14 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
76/JAN 14 RED LIGHT - MISC FEE	01-30-630-249	3,007.50
LEXIS (21)	02/25 CK# 83777	\$62.00
20140131/JAN 14 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	62.00
LOGSDON OFFICE SUPPLY (2452)	02/25 CK# 83778	\$131.33
1659-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	41.44
1659-001 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	89.89
MARQUARDT & BELMONTE P.C. (2259)	02/25 CK# 83779	\$532.50
6301/JAN 14 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	532.50
MENARDS (1245)	02/25 CK# 83780	\$197.33
35993 OPERATING EQUIPMENT 01-540-401	01-35-755-401	197.33
MIDCO (1268)	02/25 CK# 83782	\$2,855.20
279014 VH MAINT PHONE - TELEPHONES 01-420-201	01-10-455-201	1,427.60
279014 VH MAINT PHONE - TELEPHONES 01-451-201	01-30-630-201	1,427.60
MIDWEST LASER SPECIALISTS, INC (1276)	02/25 CK# 83783	\$333.99
1084863 MAINTENANCE - OFFICE MACHINES 01-25-615-263	01-25-615-263	235.00
1084863 OPERATING SUPPLIES 01-25-615-331	01-25-615-331	98.99
MORTON SALT INC (2522)	02/25 CK# 83784	\$1,182.64
5400373182 OPERATING SUPPLIES 01-540-331	01-35-755-331	1,182.64
MOTOROLA SOLUTIONS INC (1312)	02/25 CK# 83785	\$68.00
126951232014 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	68.00
NORTH AMERICAN SALT CO (1372)	02/25 CK# 83786	\$7,394.18
71112564 OPERATING SUPPLIES 01-540-331	01-35-755-331	1,522.96
71113776 OPERATING SUPPLIES 01-540-331	01-35-755-331	5,871.22
OCCUPATIONAL HEALTH CENTERS (2413)	02/25 CK# 83787	\$93.50
1007974438 WELLNESS 01-440-276	01-10-480-276	93.50
ORKIN EXTERMINATING (1439)	02/25 CK# 83788	\$82.24
D2604360 FEB14 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	82.24
PCS INTERNATIONAL (2201)	02/25 CK# 83789	\$180.00
131902 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	180.00
PETTY CASH C/O TIM HALIK (1492)	02/25 CK# 83790	\$179.27
2/14/14 SCHOOLS-CONFERENCE TRAVEL 01-25-610-304	01-25-610-304	110.00
2/14/14 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	69.27
PRO-TEK LOCK AND SAFE (1547)	02/25 CK# 83791	\$211.89
81613 OPERATING EQUIPMENT 01-451-401	01-30-630-401	211.89
PUBLIC SAFETY DIRECT INC (2309)	02/25 CK# 83792	\$95.00
25191 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
RAGS ELECTRIC, INC (1585)	02/25 CK# 83793	\$478.00
15066 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	191.50
15067 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	286.50
RAY O'HERRON CO., INC. (1594)	02/25 CK# 83794	\$297.96
1404324 UNIFORMS 01-451-345	01-30-630-345	108.99
1405376 OPERATING EQUIPMENT 01-451-401	01-30-630-401	188.97
RED WING SHOE STORE (1605)	02/25 CK# 83795	\$207.00
450000006705 UNIFORMS 01-501-345	01-35-710-345	207.00
ROBERT WHITE CONSTRUCTION (2579)	02/25 CK# 83796	\$3,472.50
1041 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	1,715.00
1042 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	1,757.50

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JOEL RUDNICK (2603)	02/25 CK# 83797	\$76.65
2014 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	76.65
RUSH TRUCK CENTER -CHICAGO (2602)	02/25 CK# 83798	\$1,084.75
10205762 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	662.79
10205789 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	421.96
RUTLEDGE PRINTING CO. (1648)	02/25 CK# 83799	\$462.91
120313 PRINTING & PUBLISHING 01-451-302	01-30-630-302	274.35
120414 PRINTING & PUBLISHING 01-451-302	01-30-630-302	188.56
JOHN SKIBA (1728)	02/25 CK# 83800	\$83.28
2014 UNFRMS UNIFORMS 01-451-345	01-30-630-345	83.28
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	02/25 CK# 83801	\$4,463.45
63480/JAN 14 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	4,463.45
STREICHER'S (1787)	02/25 CK# 83802	\$100.00
11072654 UNIFORMS 01-451-345	01-30-630-345	100.00
T.P.I. (1886)	02/25 CK# 83804	\$3,997.95
7055/JAN 14 REIMB.	01-40-820-258	2,953.95
7055/JAN 14 PART TIME INSPECTOR 01-565-109	01-40-830-109	819.00
7055/JAN 14 REIMB.	01-40-830-115	225.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	02/25 CK# 83805	\$758.00
14-0324 REIMB.	01-40-830-117	100.00
14-0333 RIEMB.	01-40-830-117	100.00
14-0366 REIMB.	01-40-830-117	200.00
14-0375 REIMB.	01-40-830-117	100.00
14-0382 REIMB.	01-40-830-117	258.00
TOM & JERRY'S SHELL SERVICES (1883)	02/25 CK# 83806	\$2,319.43
49120 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	471.67
49167 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
49177 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
49187 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	403.40
49191 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
49219 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
49248 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	151.68
49255 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	180.03
49257 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
49281 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	255.93
49282 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
49288 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	74.41
49315 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	486.81
TRAFFIC CONTROL & PROTECTIONS (2337)	02/25 CK# 83807	\$51.50
79266 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	51.50
UNIFIRST (1926)	02/25 CK# 83808	\$218.86
0610819395 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	167.81
0610819467 MAINTENANCE - PW BUILDING	01-35-725-418	51.05
VERIZON WIRELESS (1972)	02/25 CK# 83809	\$753.62
9719336496 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	64.20
9719336496 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.34
9719336496 PHONE - TELEPHONES 01-451-201	01-30-630-201	430.99
9719336496 TELEPHONES 01-501-201	01-35-710-201	136.75
9719336496 TELEPHONES 01-551-201	01-40-810-201	98.34

## VILLAGE OF WILLOWBROOK

RUN DATE: 02/17/14

BILLS PAID REPORT FOR FEBRUARY, 2014

PAGE: 5

RUN TIME: 02:55PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WAREHOUSE DIRECT (2002)	02/25 CK# 83810	\$178.67
2216065-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	115.60
2226641-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	35.55
2226641-1 OFFICE SUPPLIES 01-451-301	01-30-630-301	27.52
WEST SIDE TRACTOR SALES (2031)	02/25 CK# 83811	\$1,258.65
V78012 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	1,258.65
WESTFIELD FORD (2028)	02/25 CK# 83812	\$677.73
366087 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	690.95
CM365269 TAX MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	-13.22
WESTOWN AUTO SUPPLY COMPANY (2026)	02/25 CK# 83813	\$132.81
55277 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	27.69
55778 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	105.12
WINGREN LANDSCAPE INC. (2080)	02/25 CK# 83814	\$2,500.00
17584 LIGHTSETS CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	2,500.00
TOTAL GENERAL CORPORATE FUND		\$183,674.06

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR FEBRUARY, 2014

RUN DATE: 02/17/14

PAGE: 6

RUN TIME: 02:55PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACLARA (26)	02/25 CK# 83740	\$356.25
13002401 EDP OPERATING EQUIPMENT 02-417-401	02-50-417-401	356.25
ALARM DETECTION SYSTEMS INC (61)	02/25 CK# 83743	\$507.69
92825MAR/MAY14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593MAR/MAY14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594MAR/MAY14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
ASSOCIATED TECHNICAL SERV. LTD. (126)	02/25 CK# 83746	\$1,582.00
24512 LEAK SURVEYS 02-430-276	02-50-430-276	840.00
24535 LEAK SURVEYS 02-430-276	02-50-430-276	742.00
COMMONWEALTH EDISON (370)	02/25 CK# 83753	\$1,609.63
5071072051/JN14 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,609.63
DECISION SYSTEMS COMPANY (454)	02/25 CK# 83755	\$97.50
WTR RATES201425 EDP SOFTWARE 02-417-212	02-50-417-212	97.50
DUPAGE WATER COMMISSION (521)	02/25 CK# 83761	\$132,530.64
10354/JAN 14 PURCHASE OF WATER 02-420-575	02-50-420-575	132,530.64
ENVIRO TEST INC (555)	02/25 CK# 83763	\$87.50
14-130079 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
HOME DEPOT CREDIT SERVICES (808)	02/25 CK# 83769	\$167.66
7022333 SAMPLING ANALYSIS 02-420-362	02-50-420-362	167.66
INTERGOVERNMENTAL PERSONNEL (934)	02/25 CK# 83772	\$1,303.88
FEB 2014 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,303.88
LOGSDON OFFICE SUPPLY (2452)	02/25 CK# 83778	\$31.96
1659-001 OFFICE SUPPLIES 02-401-301	02-50-401-301	31.96
SUNSET SEWER & WATER (2276)	02/25 CK# 83803	\$419.20
2014-041 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	419.20
VERIZON WIRELESS (1972)	02/25 CK# 83809	\$111.24
9719336496 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.75
9719336496 1/22 PHONE - TELEPHONES 02-401-201	02-50-401-201	-25.51
TOTAL WATER FUND		\$138,805.15

VILLAGE OF WILLOWBROOK

RUN DATE: 02/17/14

BILLS PAID REPORT FOR FEBRUARY, 2014

PAGE: 7

RUN TIME: 02:55PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	02/25 CK# 83758	\$6,802.56
1924 ADVERTISING 03-435-317	03-53-435-317	5,802.56
JANUARY 2014 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$6,802.56

VILLAGE OF WILLOWBROOK

RUN DATE: 02/17/14

BILLS PAID REPORT FOR FEBRUARY, 2014

PAGE: 8

RUN TIME: 02:55PM

POLICE PENSION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
LAW OFFICE OF J.C. BROIHIER (2386)	02/25 CK# 83774	\$190.00
1416 LEGAL FEES 07-401-242	07-62-401-242	190.00
MESIROW FINANCIAL SERVICES INC (2314)	02/25 CK# 83781	\$2,952.00
836546 FIDUCIARY INSURANCE	07-62-401-254	2,952.00
TOTAL POLICE PENSION FUND		\$3,142.00

VILLAGE OF WILLOWBROOK

RUN DATE: 02/17/14

BILLS PAID REPORT FOR FEBRUARY, 2014

PAGE: 9

RUN TIME: 02:55PM

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	02/25 CK# 83752	\$577.69
114873 ENGINEERING	14-75-920-245	577.69
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$577.69

VILLAGE OF WILLOWBROOK

RUN DATE: 02/17/14

BILLS PAID REPORT FOR FEBRUARY, 2014

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	183,674.06	*
02-110-105	WATER FUND-CHECKING 0010330283	138,805.15	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	6,802.56	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	3,142.00	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	577.69	*
TOTAL ALL FUNDS		333,001.46	**

COPY



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

January 27, 2014

**Mayor**

Frank A. Trilla

Haven Nail  
834 75th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 410735.004  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

- Dennis Baker
- Sue Berglund
- Umberto Davi
- Terrence Kelly
- Michael Mistele
- Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$496.96. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



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Illinois Route 66 Scenic Byway



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# Willowbrook

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Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

January 27, 2014

**Mayor**

Frank A. Trilla

Kondapalli, Sunil Rao  
360 Coralynn Ct  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 352955.003  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$167.22. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



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TJH:vs



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# Willowbrook

COPY

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Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton



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Illinois Route 66 Scenic Byway

February 3, 2014

**CERTIFIED MAIL**

Mr. Scott Mattran  
6407 Lane Court  
Willowbrook IL 60527

Re: Account No. 250060.003  
Delinquent Water Bill

Dear Mr. Mattran,

Please be advised that your water bill is now delinquent in the amount of \$1363.75. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:vs



EST. 1960

COPY

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

January 27, 2014

**Mayor**

Frank A. Trilla

Reck, Michelle  
25 Kyle Ct  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350495.004  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$304.47. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
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TJH:vs



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Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

January 27, 2014

**Mayor**

Frank A. Trilla

Sota, Francisco  
25 Highridge Rd  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350120.002  
Delinquent Water Bill

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$92.22. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



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Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

January 27, 2014

**Mayor**

Frank A. Trilla

Sota, Francisco  
25 Highridge Rd  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 350120.002  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Please be advised that your water bill is now delinquent in the amount of \$92.22. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Sue Berglund

Umberto Davi

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

**Chief of Police**

Mark Shelton

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:vs



EST. 1960



Proud Member of the  
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EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

January 27, 2014

**Mayor**

Frank A. Trilla

Vayalil, Jacob  
351 Willowood Ln  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 352585.004  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$515.02. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before February 24, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



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Illinois Route 66 Scenic Byway

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 8-4-39 OF THE VILLAGE CODE – USE OF HANDHELD CELLULAR TELEPHONE AND ELECTRONIC MESSAGING WHILE DRIVING.

**AGENDA NO.** 7**AGENDA DATE:** 02/24/14**STAFF REVIEW:** Mark Shelton**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** Tim Halik**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In January 2014, the State of Illinois passed State Law 625 ILCS 5/12-610.2 which prohibits the use of handheld phone usage while operating a motor vehicle on the roadway.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The proposed amendment would add prohibition of handheld phone usage while driving to the current ordinance which already prohibits texting while driving. Officers would then be able to issue citations for handheld usage violation in accordance with this section 8-4-39.

**ACTION PROPOSED:**

APPROVE ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 8-4-39 OF THE VILLAGE CODE.

ORDINANCE NO. 14-O-\_\_\_\_\_

AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 8-4-39 OF  
THE VILLAGE CODE – USE OF HANDHELD CELLUAR TELEPHONE AND  
ELECTRONIC MESSAGING WHILE DRIVING

---

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 8, Chapter 4, Section 8-4-39 of the Village Code of the Village of Willowbrook, entitled "USE OF ELECTRONIC MESSAGING WHILE DRIVING", is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

**"8-4-39 USE OF HANDHELD CELLUAR TELEPHONE AND ELECTRONIC MESSAGING WHILE DRIVING:** A person may not operate a motor vehicle on a roadway while using a handheld cellular telephone or electronic communication device to engage in a verbal conversation with another party, or to compose, send, or read an electronic message, unless exempted by state law."

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions with this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 24<sup>th</sup> day of February, 2014.

APPROVED:

---

Mayor

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**ROLL CALL VOTE: AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSTENTIONS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A RESOLUTION AUTHORIZING APPLICATION FOR THE 2014 COMMONWEALTH EDISON GREEN REGION PROGRAM FOR THE LAKE HINSDALE PARK WALKING PATH PROJECT

**AGENDA NO.** 8

**AGENDA DATE:** 2/24/2014

**STAFF REVIEW:** Garrett Hummel, Management Analyst

**SIGNATURE:**



**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:**



**RECOMMENDED BY:** Tim Halik, Village Administrator

**SIGNATURE:**



**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

#### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

Last year, ComEd and Openlands launched a program called Green Region, which awards grants for open-space projects. Village staff recently learned that another round of funding (\$150,000 total) is going to be made available through the Green Region program. Grant awards of up to \$10,000 will be made available to eligible government agencies. The Green Region grants require a 50/50 funding match.

Village staff, using the Parks & Recreation Master Plan, identified a walking path project at Lake Hinsdale Park that would be eligible for submission. In order to apply for the grant, the Village Board would need to pass the attached resolution expressing their support for the project.

#### ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The Lake Hinsdale Park walking path project is identified in the Parks & Recreation Master Plan and includes an estimated cost of \$22,000. Included in the cost estimates are the walking path, grading and drainage as well as landscape enhancements.

##### Estimated Project Costs:

Walking Path:	\$7,500
Grading and Drainage:	\$7,500
Landscape Enhancements:	\$7,000
<b>Total Project Cost:</b>	<b>\$22,000</b>

Attached are copies of the current Lake Hinsdale Park concept plan (from the Master Plan), the Capital Improvement Plan from the Master Plan and the grant announcement from ComEd.

**ACTION PROPOSED:** ADOPT THE ATTACHED RESOLUTION

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING APPLICATION  
FOR THE 2014 COMMONWEALTH EDISON GREEN  
REGION PROGRAM FOR THE LAKE HINSDALE  
PARK WALKING PATH PROJECT

---

WHEREAS, the Village of Willowbrook ("Applicant") desires to undertake the Lake Hinsdale Park Walking Path project; and

WHEREAS, the Applicant desires to apply to the ComEd Green Region Program for a grant for the purpose of carrying out this project; and

WHEREAS, the Applicant has received and understands the 2014 ComEd Green Region Program Guidelines.

THEREFORE, BE IT RESOLVED THAT the Mayor and Board of Trustees of the Village of Willowbrook hereby approves this project and authorizes application to the ComEd Green Region Program in the amount of \$10,000, and

BE IT FURTHER RESOLVED, THAT the Applicant commits to the expenditure of matching funds in the amount of \$10,000 necessary for the project's success.

ADOPTED and APPROVED this 24<sup>th</sup> day of February 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

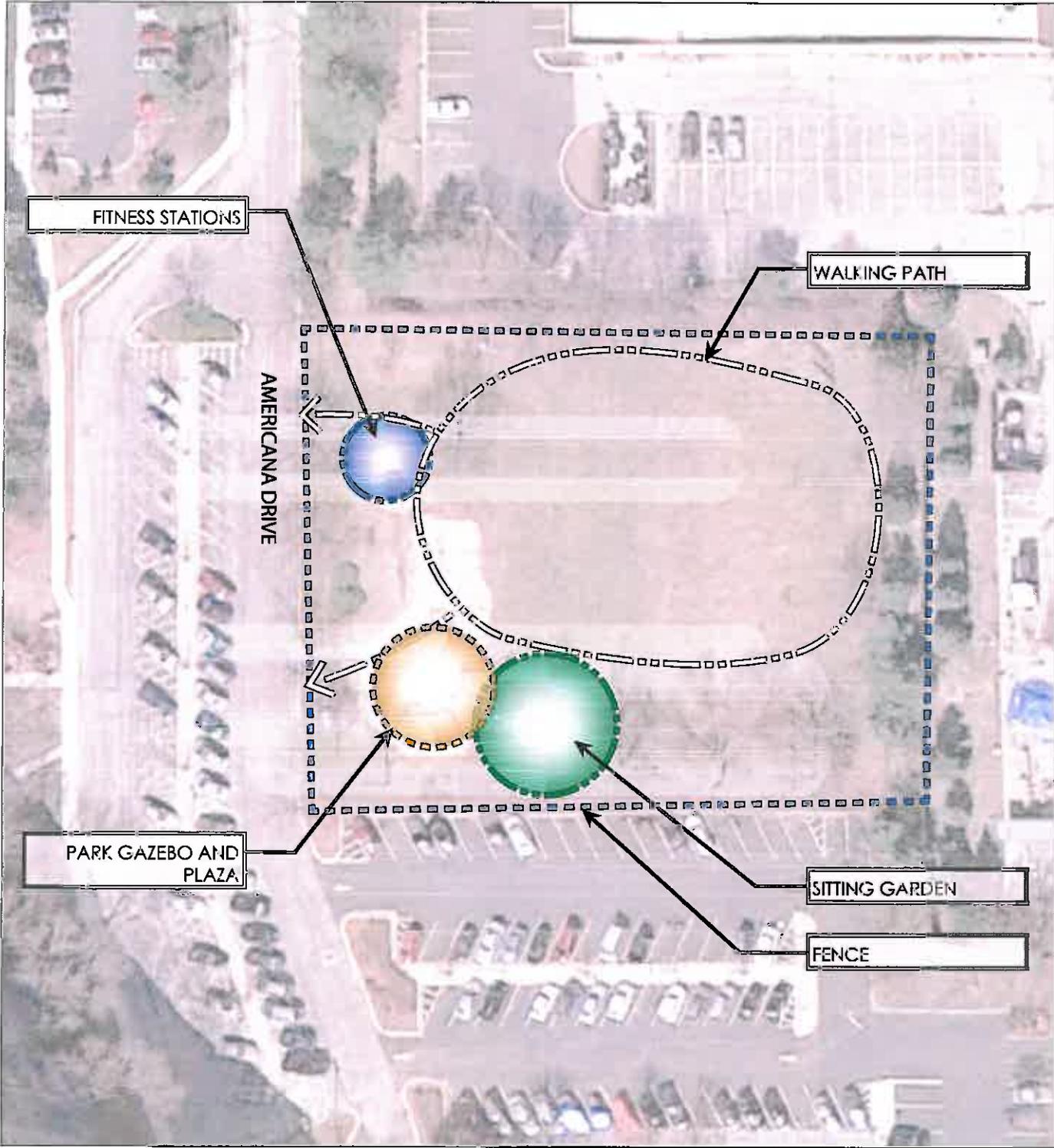
NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

# Lake Hinsdale Park

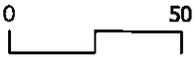
## Concept Diagram



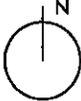
Prepared for: The  
Village of Willowbrook  
Willowbrook, Illinois

**Prelim Perspectives**  
Landscape Architecture  
1200 Broadway Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 438-1114  
Fax: (630) 438-3129  
www.prelim-perspectives.net

January 2013



SCALE: 1" = 50'



Village of Willowbrook		DRAFT					Prepared: 6/5/13	
2013-2017 5 Year Parks Capital Improvement Plan	Development Item	2013	2014	2015	2016	2017+	Total Cost	
<b>Borse Memorial Community Park</b>	Multi-Use Trail Expansion					\$45,000.00	\$45,000.00	
	Volleyball Court Improvements					\$15,000.00	\$15,000.00	
<b>OSIAD Candidate (2017)</b>	Parking Lot Resurfacing					\$55,000.00	\$55,000.00	
	General Landscape Enhancements					\$7,500.00	\$7,500.00	
	Nature Based Pond Enhancements					\$50,000.00	\$50,000.00	
	Water Meter on South Side of Concession Stand					\$5,000.00	\$5,000.00	
	Fitness Station Cluster					\$25,000.00	\$25,000.00	
	Site Furnishings (Benches, Litter Can, Bike Rack)					\$10,000.00	\$10,000.00	
	Playground Equipment Upgrade					\$12,500.00	\$12,500.00	
	Playground Infrastructure Improvements (Surfacing)					\$25,000.00	\$25,000.00	
	Grading & Drainage Improvements (Cross Slope)					\$20,000.00	\$20,000.00	
	Drinking Fountain Surface Height Adjustment					\$2,000.00	\$2,000.00	
Park Construction Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$272,000.00	\$272,000.00	
Design Consultant Fees Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$19,040.00	\$19,040.00	
<b>Borse Memorial Community Park Total Expenditure</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$291,040.00	\$291,040.00	\$291,040.00
<b>Creekside Park</b>	Nature Trail Construction (Fully Accessible)					\$150,000.00	\$150,000.00	
	Nature Playground Equipment Nodes					\$150,000.00	\$150,000.00	
	Site Furnishings (Benches, Litter Can, Bike Rack)					\$10,000.00	\$10,000.00	
	Disc Golf Course					\$15,000.00	\$15,000.00	
	Straight Fence Backstop					\$4,000.00	\$4,000.00	
	Re-Lining Basketball Court					\$1,500.00	\$1,500.00	
	Playground Equipment Removal					\$5,000.00	\$5,000.00	
	Native Landscape Enhancements at Site					\$35,000.00	\$35,000.00	
	General Landscape Enhancements					\$25,000.00	\$25,000.00	
Park Construction Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$395,500.00	\$395,500.00	
Design Consultant Fees Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$27,685.00	\$27,685.00	
<b>Creekside Park Total Expenditure</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$423,185.00	\$423,185.00	\$423,185.00
<b>Farmingdale Terrace Park</b>	Playground Equipment Renovation					\$30,000.00	\$30,000.00	
	Playground Accessibility Improvement (Concrete Curbing, Flatwork, Ramp)					\$25,000.00	\$25,000.00	
	Site Furnishings (Benches, Litter Can, Bike Rack)					\$10,000.00	\$10,000.00	
	General Landscape Enhancements					\$15,000.00	\$15,000.00	
Park Construction Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$80,000.00	\$0.00
Design Consultant Fees Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$5,600.00	\$5,600.00	\$0.00
<b>Farmingdale Terrace Park Total Expenditure</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$85,600.00	\$85,600.00	\$85,600.00
<b>Lake Hinsdale Park</b>	Grading & Drainage					\$7,500.00	\$7,500.00	
	Fence Replacement					\$22,000.00	\$22,000.00	
	Park Gazebo Installation					\$40,000.00	\$40,000.00	
	Gazebo Plaza					\$10,000.00	\$10,000.00	
	Fitness Station Cluster					\$8,000.00	\$8,000.00	
	Walking Paths					\$15,000.00	\$15,000.00	
	Site Furnishings (Benches, Litter Can, Bike Rack)					\$5,000.00	\$5,000.00	
	Sifting Garden Construction					\$25,000.00	\$25,000.00	
	General Landscape Enhancements					\$7,000.00	\$7,000.00	
Park Construction Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$137,000.00	\$137,000.00	\$0.00
Design Consultant Fees Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$9,590.00	\$9,590.00	\$0.00
<b>Lake Hinsdale Park Total Expenditure</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$146,590.00	\$146,590.00	\$146,590.00
<b>Pringle Trail Park</b>	Playground Accessibility Improvement (Concrete Curbing, Flatwork, Ramp)					\$55,000.00	\$55,000.00	
	Picnic Shelter					\$50,000.00	\$50,000.00	
Park Construction Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00	\$105,000.00	\$105,000.00
Design Consultant Fees Sub-Total		\$0.00	\$0.00	\$0.00	\$0.00	\$189,430.00	\$189,430.00	\$189,430.00
<b>Pringle Trail Park Total Expenditure</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$294,430.00	\$294,430.00	\$294,430.00



**Contacts:**

Brandon Hayes  
(312) 863-6260

[bhayes@openlands.org](mailto:bhayes@openlands.org)

Tony Marusic  
(312) 658-0445

[amarusic@jaynethompson.com](mailto:amarusic@jaynethompson.com)

**FOR IMMEDIATE RELEASE**

**ComEd and Openlands Offer Municipalities Cash Grants for Green Projects**  
*Green Region grants offered throughout ComEd service territory*

**CHICAGO** (Jan. 15, 2014) – Green spaces in northern Illinois will be even greener later this year thanks to cash grants distributed by ComEd and Openlands. The organizations are partnering for a second year to issue a total of \$150,000 in Green Region grants to municipalities located in ComEd’s service territory.

Green Region is an environmental program offering cash grants to eligible municipalities for their efforts to conserve open spaces. The grants subsidize existing open land projects focusing on conservation, preservation, protecting endangered species, and improvements to local parks and recreation resources.

Openlands, a Chicago-based nonprofit dedicated to land conservation, will again administer the Green Region program and distribute a maximum of \$10,000 per project for each approved application.

Local municipalities interested in applying for a Green Region grant can do so by completing an application on Openlands’ website, [www.openlands.org](http://www.openlands.org). The submission window opens today and expires on Saturday, March 15. All applications will be reviewed by an advisory committee of local environmental leaders. Interested municipalities can apply for multiple projects, but must complete one application per project.

“Openlands is thrilled to offer municipalities another opportunity to participate in protecting and enhancing open space throughout our region,” said Jerry Adelman, president and CEO, Openlands. “We are already seeing positive results from the projects awarded grants in 2013, and we anticipate having more communities take advantage of and benefit from this program. Once again, this would not be possible without ComEd and their continued commitment to protecting our natural resources.”

– more –

“We realize many municipalities throughout the region have to deal with budget limits that unfortunately undercut programs focused on the environment,” said Fidel Marquez, senior vice president of Governmental and External Affairs, ComEd. “Service in the community has always been a part of ComEd’s DNA. ComEd’s partnership with Openlands is another example of our ongoing commitment to community service by protecting the environment, conserving resources and creating a more sustainable future. ComEd’s investment in the Green Region program strengthens and enriches the communities we serve.”

Successful applicants will be notified by June 15, and their grants will be distributed by ComEd over a two-year period. During that time, Openlands will monitor the projects by developing application, guidelines and a scorecard to track the impact of each funded project.

The Green Region program debuted last year as ComEd and Openlands awarded \$125,000 in grants to 17 municipalities and nonprofits located throughout northern Illinois.

Additional information on the Green Region grant program and more images of projects that received funding in 2013 can be found at [www.openlands.org/greenregion](http://www.openlands.org/greenregion).

###

### **Images of 2013 Green Region grant recipients**



(photo courtesy of Openlands)

#### **McHenry County Conservation District, Trail of History Woodland Restoration**

“The project was so popular with the public that the District is planning a second large planting in 2014 to expand the Go Green Forest into additional areas cleared of oaks for agricultural in the last century,” said Ed Collins of the McHenry County Conservation District, which received a 2013 Green Region grant. “Individuals and families planted trees on a wonderful sunny autumn weekend and were able to give back to the land in a physical way. Many participants were unaware that ComEd gave such grants and asked if it could be a regular District program each fall.”



(photo courtesy of John Miller)

### **Village of Homewood, Izaak Walton Preserve Trail System Footbridge Replacement**

“The new 86.5 x 6 footbridge is a vital part of the Preserve’s four mile trail system and spans a small wetland,” said Dirk French, President of the Izaak Walton Preserve, which received a grant in 2013.

#### **About Openlands**

*Founded in 1963, Openlands is one of the nation’s oldest and most successful metropolitan conservation organizations, having helped secure, protect, and provide public access to more than 55,000 acres of land for parks, forest preserves, wildlife refuges, land and water greenway corridors, and urban gardens. For more information, visit [www.openlands.org](http://www.openlands.org).*

#### **About ComEd**

*Commonwealth Edison Company (ComEd) is a unit of Chicago-based Exelon Corporation (NYSE: EXC), the nation’s leading competitive energy provider, with approximately 6.6 million customers. ComEd provides service to approximately 3.8 million customers across northern Illinois, or 70 percent of the state’s population.*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND WILLIAMS ARCHITECTS

**AGENDA NO.** 9**AGENDA DATE:** 2/24/14**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:** Tim Halik**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** THOMAS BASTIAN TH**RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** Tim Halik**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Phase I of the Village Master Facilities Plan includes the renovation of the 835 Midway building to serve as new Village Hall offices, along with the necessary site alterations to link the parking facilities of all three (3) properties. The civil engineering portion of the Phase I work will be completed by Christopher B. Burke Engineering, Ltd. The remainder of the work will be completed by the project architect.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

A proposal for architectural services to complete the Phase I work was submitted by Williams Architects. A full itemization of services is included within the agreement, but generally includes:

- 1) The preparation of full project construction documents, based upon the conceptual design approved by the Village Board on January 13, 2014.
- 2) Interior design services.
- 3) The preparation of all documents necessary to complete the public bidding of the project.
- 4) Attendance at meetings between the Village, civil engineer and others to coordinate the civil plan into the bidding documents.
- 5) Construction administration of the project once the Board awards a contract to the lowest qualified bidder.
- 6) Option (e): Design of Alternate HVAC System – The Municipal Services Committee has requested that a bid alternate be included in the project to convert the existing electric baseboard heating system to a hydronic (i.e., radiant) boiler heating system. This option will be completed for an additional lump sum fee of \$5,000 for design of the new system + \$1,500 for construction administration, if the Village were to accept this bid alternate after bids are submitted.

The Williams Architect proposal includes the completion of items 1 - 5 above for a fee of 8% of the final construction cost of the project. At an estimated \$1 M project cost, the fee would calculate to \$85,000 (+\$1,500 if the Village were to accept the hydronic system conversion option). Funds for this item would be expended from both the FY 2013/14 and FY 2014/15 L.A.F.E.R. Fund budget.

If approved, the target date for start of construction of the project is May 26, 2014.

**ACTION PROPOSED:** Adopt Resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A  
PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF  
WILLOWBROOK AND WILLIAMS ARCHITECTS

---

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the "Village") it is advisable, necessary and in the best interest of the Village that the Village contract for professional architectural services in connection with design and bidding document preparation for Phase I of the Village Master Facilities Plan; and,

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village it is necessary, advisable and in the public interest to enter into a Professional Services Agreement with Williams Architects to provide design and bidding document preparation for the project; and

**WHEREAS**, the Village has a prior satisfactory relationship with Williams Architects with respect to design and bidding document preparation.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that certain Professional Services Agreement by and between the Village of Willowbrook and Williams Architects is hereby approved in substantially the same form as attached hereto together with amendments, all attached hereto as Exhibit "A".

**BE IT FURTHER RESOLVED** that the Mayor be and the same is hereby authorized to execute the final agreement on behalf of the Village of Willowbrook upon approval of the final agreement by the Village Attorney, and the Village Clerk is directed to attest to said signature of the mayor.

ADOPTED and APPROVED this 24<sup>th</sup> day of February 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DRAFT

# AIA Document B141™ - 1997 Part 1

## Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

### TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

**AGREEMENT** made as of the 27th day of January in the year Two Thousand Fourteen (2014)

*(In words, indicate day, month and year)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, address and other information)*

Village of Willowbrook  
7760 South Quincy Street  
Willowbrook, IL 60527

and the Architect:

*(Name, address and other information)*

Williams Architects, Ltd  
500 Park Boulevard, Suite 800  
Itasca, Illinois 60143

For the following Project: No. 2014-002

*(Include detailed description of Project)*

Design of renovations to the Village owned building at 835 Midway Drive, Willowbrook, IL 60527 into the Village Hall offices.

The Owner and Architect agree as follows:

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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**ARTICLE 1.1 INITIAL INFORMATION**

**§ 1.1.1** This Agreement is based on the following information and assumptions.

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

The Village Board approved Planning Study provided by Williams Architects.

**§ 1.1.2 PROJECT PARAMETERS**

**§ 1.1.2.1** The objective or use is:

*(Identify or describe, if appropriate, proposed use or goals.)*

Renovation of the existing building located at 835 Midway Drive into the Village Hall offices

**§ 1.1.2.2** The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

Existing building is approximately 10,340 SF.

**§ 1.1.2.3** The Owner's Program is:

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

Based upon the Williams Architects' Planning Study that was approved at the 13 January 2014 Village Board meeting.

**§ 1.1.2.4** The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

Owner to provide site information

**§ 1.1.2.5** The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: In the rate of \$1,189,554 to \$1,537,565.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: See Planning Project Budget dated 7 January 2014

**§ 1.1.2.6** The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

The Architect agrees to the following duration for their work:

<u>Task/Phase</u>	<u>Duration</u>	
Project Start-Up	1 Week	
Schematic Design	2 Weeks	
Cost Estimate	1 Weeks	
Owner Approval	T B D	Target Date: 24 February 2014
Design Development	4 Weeks	
Cost Estimate	1 Week	
Owner Approval	T B D	
Construction Documents	4 Weeks	
Quality Assurance & Cost Estimate	2 Weeks	
Owner Approval	T B D	
Bidding	3 Weeks	
Contracts / Approval	3 Weeks	
Construction Administration	T B D	Target Date to Start Construction: 26 May 2014

**§ 1.1.2.7** The proposed procurement or delivery method for the Project is:

*(Identify method such as competitive bid, negotiated contract, or construction management.)*

This contract is based upon using a General Contractor with one set of bidding documents and one bid phase.

**§ 1.1.2.8** Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

**§ 1.1.3 PROJECT TEAM**

**§ 1.1.3.1** The Owner's Designated Representative is:

*(List name, address and other information.)*

Tim Halik  
Village Administrator

**§ 1.1.3.2** The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

*(List name, address and other information.)*

Owner to designate

**§ 1.1.3.3** The Owner's other consultants and contractors are:

*(List discipline and, if known, identify them by name and address.)*

- a. Civil Engineering and wetlands consulting: Burke Engineering
- b. Phone and Computer Systems and Low Voltage Wiring: Owner to designate
- c. A/V Systems: Owner to designate
- d. Environmental Consulting and Testing: Owner to designate
- e. Site Surveying: Owner to designate
- f. Soil Testing: Owner to designate
- g. Materials Testing: Owner to designate
- h. Constructor: To be determined
- i. Landscape Design: Owner to designate

**§ 1.1.3.4** The Architect's Designated Representative is:

*(List name, address and other information.)*

Mark S. Bushhouse  
500 Park Boulevard, Suite 800  
Itasca, Illinois 60143

**§ 1.1.3.5** The consultants retained at the Architect's expense and in the opinion of the Architects have the capacity and expertise to perform their respective functions with respect to this project and are:

*(List discipline and, if known, identify them by name and address.)*

Interior Design: Williams Interiors

Furniture Design: Williams Interiors

Structural Engineer: To be selected by WA and approved by the Owner

Mechanical Engineer: To be selected by WA and approved by the Owner

Electrical Engineer: To be selected by WA and approved by the Owner

Plumbing Engineer: To be selected by WA and approved by the Owner

Fire Suppression Engineer: To be selected by WA and approved by the Owner

**§ 1.1.4** Other important initial information is:

Owner is responsible to oversee the Owner's Consultants and to coordinate their work with that of the Architect.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

The project will use the 1997 or 2007 edition of the AIA 201 revised as mutually agreed by the Owner and Architect.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

## ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

### § 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish, coordinate, and be responsible for the services of consultants other than those designated in Section 1.1.3.5 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports as reasonably requested by the Architect and 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.

§ 1.2.2.6 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.

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

### § 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This 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. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. If

the time limits are exceeded for reasons beyond the Architect's control, the Owner and the Architect shall agree to either extend the time allotted for the Architect's services, or adjust the compensation of the Architect.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. The Owner shall provide a list of any information to be considered confidential.

§ 1.2.3.5 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.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services current as of the commencement of Construction Documents. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Owner is responsible for project compliance to the zoning regulations unless the Owner retains the Architect to be in charge of the zoning submittal and approval process.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

## ARTICLE 1.3 TERMS AND CONDITIONS

### § 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

### § 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all 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. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make

changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**§ 1.3.2.3** Except for the licenses granted in Section 1.3.2.2, 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. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. 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. The Owner shall not use the Instruments of Service ~~for future additions or alterations to this Project or for other projects~~, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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. The Owner may use the Instruments of Service for future additions or alterations to this facility, but the use of these Instruments of Service shall be at the Owner's sole risk and without liability to the Architect or the Architect's consultants.

**§ 1.3.2.4** ~~Prior to the Architect In providing to the Owner or any Contractor, any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall agree to the following: The documents in electronic file format will be provided upon request. The information is proprietary in nature, and may only be utilized for the current project. All drawing information contained herein, but not limited to blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data, by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.~~

### **§ 1.3.3 CHANGE IN SERVICES**

**§ 1.3.3.1** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

**§ 1.3.3.2** If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service, and as indicated in 1.2.3.6 and 1.4.2.5 contained herein;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

.7 change in the information contained in Article 1.1.

#### **§ 1.3.4 MEDIATION**

~~§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall may be subject to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings if agreed to by both parties. by either party. 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 arbitration.~~

~~§ 1.3.4.2 The Owner and Architect shall may endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the Chicago Office of JAMS/Endispute American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the Chicago Office of JAMS/Endispute American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.~~

~~§ 1.3.4.3 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.~~

#### **§ 1.3.5 ARBITRATION**

~~§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.~~

~~§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein. 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.~~

~~§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

#### **§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and the 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 in accordance with Section 1.3.8.

#### **§ 1.3.7 MISCELLANEOUS PROVISIONS**

~~§ 1.3.7.1 This Agreement shall be governed by the law of the DuPage Co., IL principal place of business of the Architect, unless otherwise provided in Section 1.4.2.~~

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement and as modified as mutually agreed by both parties.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the 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 the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified as mutually agreed by both parties. 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.

§ 1.3.7.5 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.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants 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 any of the Project sites. Owner hereby indemnifies, holds harmless the Architect and the Architect's consultants from any responsibility for hazardous materials or toxic substances.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner will, where practical, shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 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 fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

### § 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 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, prior to suspension of services, the Architect shall give seven (7) days' written notice to the Owner. 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, and in addition to all the rights indicated in 1.3.2, the Architect can withhold all documents without liability until the Architect has been paid all sums due. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses as included in this agreement 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.

§ 1.3.8.2 If the Project is suspended by the Owner for more than thirty (30) consecutive days, 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 as included in this agreement 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.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven (7) 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.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event the Village terminates the agreement ~~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 1.3.8.7. Termination expenses shall not occur if the Owner terminates this Agreement at the conclusion of the Schematic Design Phase.

§ 1.3.8.7 ~~Termination Expenses are in addition to compensation for the services provided up to the date of termination of the Agreement and include 8% of the remaining unpaid Basic Services fees, 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.~~

### § 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable. Final payment to Architect is due within sixty (60) days after substantial completion.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 renderings, models and mock-ups requested by the Owner; ~~beyond the three (3) renderings included~~
- .5 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .6 reimbursable expenses as designated in Section 1.5.5;
- .7 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

§ 1.4.1 Enumeration of Parts of the Agreement. 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. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997. (This document.)

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration (Article 2), AIA Document B141-1997 attached. ~~or as follows:~~

*(List other documents, if any, delineating Architect's scope of services.)*

§ 1.4.1.3 Other documents as follows:

*(List other documents, if any, forming part of the Agreement.)*

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

The provisions contained herein take precedent over any other provisions stated in this B141 (1997 Edition) AIA Contract which are in conflict with the following:

1.4.2.1 Action on Submittals

The Architect's obligations under Paragraph 2.6.4.1 are conditioned upon the prior review and approval of Shop Drawings, Product Data, and samples by the Contractor as required by Paragraph 3.12.5 of the 1997 Edition of the General Conditions of the Contract for Construction published by the American Institute of Architects

1.4.2.2 Limited Liability of a Corporation

The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer, or of the employee by the Architect, in execution or performances of this Agreement shall be made against the Corporation, and not against such director, officer or employee.

1.4.2.3 Insurance Requirements

The Architect shall maintain for the duration of this contract, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois.

Professional Liability (Errors & Omissions):

\$2,000,000 per occurrence

\$2,000,000 Aggregate

Worker's Compensation and Employer's Liability:

Worker's Compensation Statutory Limits

Employer's Liability

1) Each Incident \$500,000

2) Disease - policy limit \$500,000

3) Disease - each employee \$500,000

Commercial Automobile Liability:

Combined Automobile Liability \$1,000,000

1.4.2.3.1 With respect to above insurance, the Owner shall:

- a. Be provided with thirty (30) days written notice of cancellation or non-renewal.
- b. Be provided with Certificates of Insurance evidencing the above required insurance prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

1.4.2.4 Contractor's Obligation to Insure for Bodily Injury Claims

Owner will also require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

1.4.2.5 Responsible for Code Compliance

The Architect shall conform the Drawings and Specifications with the ADA and all applicable state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including building, occupancy and handicapped accessibility laws, requirements, regulations, and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of Owner's authorization to proceed with the Construction Documents. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which has not been previously given, or which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service.

1.4.2.6 Disclaimer of Warranties

Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner.

The Owner and Architect have agreed, that because minor imperfections in the documents prepared by the Architect is typical and expected from architects performing these type of services and to comply with article 1.2.1, upon the following:

- a. That for all mutually and reasonably agreed upon construction change orders caused by imperfections in the documents prepared by the Architect that for Owner costs up to 2% of the total construction costs of this project, the Owner will pay for these additional construction costs without seeking any reimbursement from the Architect.
- b. The Architect, however, shall provide the associated design services at no additional fee.
- c. Should the additional costs of construction change orders as a result of imperfection in the documents prepared by the Architect exceed 2% of the total construction costs then the Architect shall pay for the construction costs associated with work that is not a betterment to the project, the Owner shall pay for the betterment and the Architect shall provide the associated design services without any additional compensation from the Owner.

1.4.2.7 Fast-Track

In order to minimize construction issues and change orders, the Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner understands that if construction or furnishings contracts are let prior to the completion of the final working drawings and specifications, there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. The Architect has no responsibility for these conditions.

The Owner agrees that the Basic Services include one (1) set of construction documents and one (1) bidding / negotiation phase. Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service.

#### 1.4.2.8 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay.

#### 1.4.2.9 Indemnity from Contractors Required in Construction Contract

The Owner will endeavor to have the following clause inserted in the General or Supplemental Conditions of all Construction Contracts for the Project:

To the fullest extent permitted by law, Contractors shall waive all right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

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

"Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

The obligations of the Contractors under this Agreement shall not extend to the liability of the Owner, and the Architect, their agents or employees, arising out of their negligence.

#### 1.4.2.10 Indemnity for Deviation

The Owner may choose to act as its own General Contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any

material written recommendation of the Architect. In the event that the Architect, its employees and consultants are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

#### 1.4.2.11 Hazardous Materials

The Owner and the Architect agree that the Architect shall have no duty pursuant to this Agreement:

(1) To determine whether any hazardous or toxic substances (as those terms are defined within the meaning of any applicable statute or regulation) are presently stored or located on the project site or adjacent thereto, or

(2) To determine, within the meaning of any such statutes or regulations, whether any part of the project site or adjacent real estate, including the ground water, is presently contaminated. Further, if any such condition exists, the Architect is not hereby undertaking the obligation to remediate the same.

#### 1.4.2.12 Construction General Conditions

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the General Contractor or the subcontractors. However, General Contractor, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect Engineer, its consultants, their agents and employees."

#### 1.4.2.13 Builders Risk Insurance

The Owner shall require that the Architect, their consultants and employees to be named as additional named insureds under the Builders Risk Insurance purchased by the Contractor applicable to the Project.

#### 1.4.2.14 Wetlands Design and Planning

No professional work for delineation, design, permitting or other wetlands associated services are included in the Basic Services.

#### 1.4.2.15 Telephone, Computer, Station Alerting, A/V, and Other Special Systems

The Architect is not responsible for the design and coordination of the telephone, computer, multimedia and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm systems. The Architect shall include conduit, electrical boxes and power where required as indicated by the Owner.

#### 1.4.2.16 Public Board / Zoning Meetings, Submittals and Approvals

If the Owner requests assistance from the Architect as part of the zoning process, these services shall be considered an Additional Service.

### ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

- a. For the Basic Services of the Architects', Interior Finishes and the Structural, Mechanical, Electrical, Plumbing & Fire Suppression Engineering including Schematic Design, Design Development, Construction Documents, Bidding/Negotiations, and Construction Administration phases listed herein.

A lump sum calculated at 8.25% of the cost of the work, including all sitework, all building construction costs, and the General Contractor's costs. For all alternates provided in the bidding documents, the Architect shall receive a lump sum fee calculated at 100% of the alternate bid amount (absolute value of the work designed). If the Owner does not accept the alternate, then the Architect's fee shall be calculated without the construction administration phase. For the project construction budget \$1,000,000 this would equal \$82,500.

b. Progress payments for Basic Services in each phase shall total the following percentages of the total of the above compensation:

Schematic Design Phase	Twelve Percent (12%)
Design Development Phase	Sixteen Percent (16%)
Construction Documents Phase	Forty-four Percent (44%)
Bidding and Negotiations Phase	Five Percent (5%)
Construction Administration Phase	Twenty-three Percent (23%)
Total for all Phases	One Hundred Percent (100%)

c. The additional cost to provide square foot based estimate for Schematic Design a detailed cost estimate using unit take-off at the end of the Design Phase, and to update the cost estimate at the end of the Construction Documents Phase is a lump sum \$11,500.

d. Furniture

1. Inventory of existing Village Hall furniture (not including Police)  
Owner may inventory existing furniture and submit in a format acceptable to Architect or Williams Interiors can provide the inventory services for a lump sum of \$2,500.00.
2. Furniture Design  
Develop furniture plans and present furnishings that coordinate with the material selections, space plan and occupant needs. Create furniture specifications and documents for bid purposes, assist with bidding process, review furniture submittals and visit site two (2) times during furniture installation. Second visit to include punchlist.  
Lump Sum Fee for Furniture Design: \$15,000.00.

e. Design of Alternate HVAC system in existing two-floor zone of the building

Engineers to design bid alternate to replace existing electrical resistance heating with new boiler heated hot water system to provide perimeter radiant heating and any zone boxes.

Lump Sum Fee for Design: \$5,000.00

Lump Sum Fee for Construction Administration services if bid alternate accepted by the Village: \$1,500.00.

**§ 1.5.2** If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Services to be provided on an hourly basis. The Architect's hourly rates, current as of the date of this contract, are listed below:

Principal II	\$	196.00/Hour
Principal I	\$	179.00/Hour
Associate Principal	\$	167.00/Hour
Senior Associate	\$	161.00/Hour
Associate / Project Manager	\$	146.00/Hour
Architect III	\$	130.00/Hour
Architect II	\$	119.00/Hour
Architect I	\$	108.00/Hour
Project Coordinator IV	\$	98.00/Hour
Project Coordinator III	\$	89.00/Hour
Project Coordinator II	\$	76.00/Hour
Project Coordinator I	\$	66.00/Hour

Project Technician II	\$	49.00/Hour
Project Technician I	\$	39.00/Hour
Aquatic Engineer II	\$	154.00/Hour
Aquatic Engineer I	\$	117.00/Hour
Marketing Coordinator	\$	145.00/Hour
Graphics Coordinator	\$	105.00/Hour
Accounting	\$	139.00/Hour
Secretarial	\$	98.00/Hour
Clerical	\$	69.00/Hour
Director of Interior Design	\$	132.00/Hour
Interior Designer V	\$	102.00/Hour
Interior Designer IV	\$	85.00/Hour
Interior Designer III	\$	68.00/Hour
Interior Designer II	\$	56.00/Hour
Interior Designer I	\$	40.00/Hour

**§ 1.5.3** For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and fifteen one-hundredths (1.15 ) times the amounts billed to the Architect for such services.

**§ 1.5.4** For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and fifteen one-hundredths ( 1 15 ) times the expenses incurred by the Architect, and the Architect's employees and consultants not to exceed 10% of the basic services fees, estimated at \$8,250.

**§ 1.5.5** Other Reimbursable Expenses, if any, are as follows:

1. Photography
2. Miscellaneous materials used for the Instruments of Service

**§ 1.5.6** The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

**§ 1.5.7** An initial payment of Zero Dollars and Zero Cents ( \$ 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 at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

**§ 1.5.8** Payments are due and payable in accordance with the Illinois Local Government Prompt Payment Act thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of interest agreed upon.)

1 0% monthly (12% per year)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**§ 1.5.9** If the services covered by this Agreement have not been completed within thirty ( 30 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

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

OWNER

ARCHITECT

VILLAGE OF WILLOWBROOK

WILLIAMS ARCHITECTS, LTD.

*(Signature)*

*(Signature)*

*(Printed name and title)*

Mark S. Bushhouse, AIA, LEED AP  
President / Managing Principal

*(Printed name and title)*

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**AMENDMENTS TO STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND ARCHITECT  
(AIA DOCUMENT B141 PART 1)**

- §1.1.2.5.1** delete “rate” and insert in lieu thereof “range”
- §1.1.1.6** owner target date delete “February 24” and insert in lieu thereof “21, March” and construction administration target date delete “26, May” and insert in lieu thereof “20, June”
- §1.1.5** delete “1997 or” and add the words “and amended” after the word agreed
- §1.2.2.3** add the following at the end of the first sentence of §1.2.2.3 “excluding change orders in excess of twenty-five hundred (\$2,500.00) dollars which shall be approved by the corporate authorities of the owner.”
- §1.2.2.4** add the words “in conjunction with Architect” after the word “coordinate” in the first line therein
- §1.2.2.5** add the word “may” after the word “as” in the first line therein and add the words “necessary when” after the word “reasonably” in the second line therein
- §1.2.3.2** add the words “and Constructor’s” between the words “owner’s and review” in the fifth line therein
- delete the last sentence contained in §1.2.3.2 in its entirety.
- §1.2.3.6** delete the following words from the first sentence of §1.2.3.6 “current as of the commencement of construction documents”
- §1.2.3.7** add the following language after the word aware in the third line therein “or reasonably should have become aware”
- §1.3.2** shall be amended in its entirety to read as follows:
- “§ 1.3.2 Instruments of Service**
- §1.3.2.1** All original work product created or developed hereunder including, but not limited to, the drawings, specifications, reports and renderings, models, electronic media and all such other documents prepared by Architect in connection with any or all of the services delivered to the Owner (the “Instruments of Service”), including the copyrights, is for the use of and shall be the exclusive property of the Owner upon full payment to Architect of all amounts due hereunder. All of Architect’s Instruments of Service

shall be a “work made for hire” as defined by the laws of the United States regarding copyrights. All such work product and Instruments of Service may, following full payment to Architect of all amounts due hereunder, be issued by Owner for informational purposes without additional compensation to the Architect. The Architect is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

**§1.3.2.2** Upon full payment to Architect of all amounts due hereunder, the Architect hereby irrevocably assigns and transfers to the Owner and its successors and assigns all of its right, title, interest and ownership in the Instruments of Service including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Architect grants permission to the Owner to register the copyright and other rights in the Instruments of Service in the Owner’s name provided that Architect is identified or attribution to Architect is provided. The Architect shall give the Owner or any other person designated by the Owner all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Owner requests from time to time to further confirm this assignment. The Architect shall not use the Instruments of Service for the benefit of anyone other than the Owner, without the Owner’s prior written permission. Upon completion of the Architect’s services or other termination of this Agreement, subject only to full payment to Architect of all amounts due hereunder, the Architect shall deliver to the Owner all copies of any and all Instruments of Service. The Architect irrevocably and unconditionally waives all rights in all such Instruments of Service following full payment to Architect of all amounts due hereunder. The Architect warrants that all Instruments of Service will be original, except for standard details or other non-copyrightable material, or as otherwise agreed in writing with the Owner.

**§1.3.2.3** In the event that the Owner provides the Architect with materials, equipment or property of any kind in connection with Architect’s services under this Agreement, all such materials, equipment and property shall remain the property of the Owner; and the Architect shall immediately deliver all such materials, equipment and property to the Owner at the conclusion of Services hereunder or at any earlier time upon demand by the Owner.”

**§1.3.3.2** Section 1.3.3.2 shall be amended by:

- a) deleting the following from section 1.3.3.2.2 “and as indicated in 1.2.3.6 and 1.4.2.5”;
- b) deleting section 1.3.3.2.6 in its entirety

**§1.3.4** shall be amended to read as follows:

**§1.3.4 Mediation:**

**§1.3.4.1** “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 the institution of legal or equitable proceedings by either party. 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 litigation.”

**§1.3.4.2** “On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after service of this notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.”

**§1.3.4.3** “Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. If possible, subject to the schedules of the mediator and the parties, the third party shall meet to hear the dispute within ten (10) days of his/her selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.”

**§1.3.4.4** “Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.”

**§1.3.4.5** “Any third party mediator designated to serve in accordance with the provisions of this agreement shall be disinterested, shall be qualified to evaluate the performance of both parties, and shall be familiar with the design and construction process.”

**§1.3.4.6** “The procedure outlined in this Paragraph is an “informal” process aimed at resolving disputes between the parties to the Agreement as expeditiously as possible. This process shall be considered as a condition precedent to moving to a more formal or judicial process.”

**§1.3.4.7** “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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.”

**§1.3.4.8** “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.”

**§1.3.4.9** “If the parties do not resolve a dispute through mediation pursuant to this §1.3.4, the method of binding dispute resolution shall be the following:

[ x ] Litigation in the Circuit Court of DuPage County, Illinois”

**§1.3.7.1** shall be amended to read: “This Agreement shall be governed by the laws of the State of Illinois.”

**§1.3.7.3** shall be amended by deleting the word “either” from line two therein and inserting “the later of” between the words “than” and “the” in line two thereof

**§1.3.7.3** shall be further modified by adding a “,” after the word “completion” as it appears for the second time in line three therein, and by deleting the word “or” contained in the third line therein, and by deleting the period after the word “completion” in the fourth line therein, and by adding the following “or the date(s) of the act(s) or failure(s) to act”

**§1.3.7.3** shall be further amended by deleting the last sentence contained in §1.3.7.3 in its entirety

**§1.3.7.6** shall be amended by deleting the word “discovery” from the second line therein

**§1.3.7.6** shall be further amended by deleting the last sentence therein in its entirety

**§1.3.8** **Termination or Suspension**

§1.3.8 shall be amended in its entirety to read as follows:

**§1.3.8.1 Suspension of Services.** The Owner may, at any time, by written notice to the Architect (Suspension of Services Notice) require the Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such notice, the Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such notice. The Owner shall pay the Architect for the services performed by the Architect plus any reimbursable expenses then due up to the date of receipt of the Suspension of Services Notice. The Architect may suspend its services if the Owner fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Architect notifies the Owner in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed suspension date and provided further that the Owner shall have the right to cure any default within said notification period.

**§1.3.8.2 Termination for Convenience.** The Owner may terminate this Agreement on fifteen (15) calendar days' written notice to the Architect for the best interest of the Owner. The Architect shall deliver to the Owner all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the Architect in the performance of services under this Agreement, whether complete or in progress. The Architect shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed made previous to the termination are based on the assumption that the entire contracted scope of services will be performed. The Owner reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the Architect, in order to establish a fair and reasonable amount of final compensation.

**§1.3.8.3 Termination for Funding.** The Owner's obligations hereunder shall cease immediately, without further payment being required, in any year for which the corporate authorities of the Owner or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Owner shall give the Architect notice of such termination for funding as soon as practicable after the Owner becomes aware of the failure of funding. The Architect shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor

costs. Notwithstanding this, payments for work performed made previous to the termination are based on the assumption that the entire contracted scope of services will be performed. The Owner reserves the right to seek to recover unearned compensation, if any, or to deduct from the payments then or thereafter due the Architect, in order to reach a fair and reasonable amount of final compensation in proportion to the percentage of Architect's completed services.

**§1.3.8.4 Termination for Cause.**

A. If the Architect fails to perform any of its obligations under this Agreement, the Owner may, after fourteen (14) calendar days' written notice during which period the Architect fails to perform such obligations, terminate the Agreement. This Agreement may additionally be terminated by the Owner upon written notice to the Architect, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

1. If the Architect commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Architect takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
2. If a petition is filed against the Architect under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Architect under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
3. If the Architect makes a general assignment for the benefit of creditors;
4. If a trustee, receiver, custodian or agent of the Architect is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Architect is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Architect's creditors;
5. If the Architect admits in writing an inability to pay its debts generally as they become due.

B. The termination shall be without prejudice to any other remedy the Owner may have. The Owner reserves the right to recoup any or all previous payments, or deduct from payments due the Architect, then or thereafter, for the cost of correcting such deficiencies with a completing Architect and, including but not limited to, the cost of additional Architect services made necessary by such failure to perform. If the Owner's expenses in completing the Agreement exceed the unpaid balance or the Agreement sum, the Architect shall pay the difference to the Owner.

C. This Agreement may be terminated by the Architect if the Owner fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), or other material breach of the owner's responsibilities as indicated herein provided, however, that the Architect notifies the Owner in writing, by certified mail, return receipt requested, fourteen (14) days prior to the proposed termination date and provided further that the Owner shall have the right to cure any default within said notification period.

**§1.3.8.5 Termination Rights.**

A. Upon the Owner's termination, the Architect shall deliver to the Owner, copies of partially completed drawings, specifications, partial and completed estimates, reports and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Owner. The Owner may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Architect.

B. Should the Owner terminate the Architect after bidding and prior to completion of the project, the Owner shall not waive any claim it may have as a result of errors or omissions, except that the terminated Architect shall not be liable for any changes or other failures to properly implement the design to the documents made by another Architect contracted by the Owner to complete the project.

**§1.3.8.6 Contract Ending Date.** The Agreement shall terminate on the contract ending date as shown on Appendix C. Changes to the contract ending date will be done by written modification duly executed by the contracting parties.

**§1.3.9 Payments to the Architect**

**§1.3.9.1** shall be amended by deleting the words “made monthly” from the first line therein and the following shall be inserted in lieu thereof “in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1 et seq.).

**§1.3.9.1** shall be further amended by deleting the word “substantial” from the last sentence therein and by adding the following to the end of the last sentence therein “and approval by the Owner’s corporate authorities of the final statement for Architect’s services”.

**§1.3.9.1.1** add new section:

The following new §1.3.9.1.1 shall be added to read as follows:

**“§1.3.9.1.1. Withholding of Payments.** Notwithstanding anything to the contrary herein contained, the Owner may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this Agreement.”

**§1.3.9.2** shall be amended by deleting §1.3.9.2.1 and §1.3.9.2.7 in their entirety

**§1.3.9.3** shall be amended by deleting the word “available” from the second line therein and inserting the word “delivered” in lieu thereof and by deleting the words “at mutually convenient times” from the third line therein and inserting “upon request for payment” in lieu thereof.

**§1.3.9.4** Requires Further Discussion

**§1.4.2.2** shall be deleted in its entirety

**§1.4.2.3** “Insurance Requirements” shall be amended in its entirety to read as follows:

**.1 General.** The Architect shall purchase and maintain insurance coverage as set forth herein for the life of the Agreement. The Owner shall exercise sole discretion to determine the acceptability of the Architect’s insurance carriers as of the time of contract execution. Subsequent to execution, if the Architect chooses to change carriers, the Owner approval is required. Subsequent to execution, if the Owner requires the Architect to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by the Owner.

**.2 Architect's Duty to Maintain Insurance.** The Architect shall have the duty to confirm that the terms of all insurance comply with the Agreement. No action or failure to act on the part of the Owner shall constitute a waiver of any requirement.

**.3 Failure to Maintain.** It shall constitute a material breach of the Agreement if the Architect does not maintain the insurance required by this Agreement. If the Owner determines at any time that the Architect's insurance does not meet the requirements set forth herein, the Owner shall provide prompt notice to the Architect and, in its sole discretion, may take measures to protect itself and the public from the effect of the Architect's breach.

**.4 Evidence of Insurance.**

A. The Architect shall file with the Owner evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. Electronic copies will be accepted:

1. A binder or certificate of insurance.

B. The Agreement will not be executed until acceptable evidence of coverage is on file with the Owner. The Architect shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The Owner may stop payment to the Architect if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the Owner to receive policies or certificates or to demand receipt be construed as a waiver of the Architect's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

C. Other than Worker's Compensation and Professional Liability policies, the Owner, its officials and employees shall be covered as additional named insureds for occurrences arising, in whole or part, out of the work and operations performed. The coverage shall contain no special limits on the scope of the protection afforded to the Owner, its officials or employees.

**.5 General Liability Insurance Requirements.**

**A. Comprehensive Automobile Liability.**

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles. Coverage shall be at least as broad as Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; or ISO form number CA 0001 (Ed. 12/90);

- a. \$ 500,000 Bodily Injury Per Person
- b. \$1,000,000 Bodily Injury Per Occurrence
- c. \$ 500,000 Property Damage Per Occurrence
- d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

**B. Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the Architect's negligence. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85).

1. The general aggregate limit shall be endorsed on a per project basis.

- a. \$1,000,000 Bodily Injury Per Person
- b. \$2,000,000 Bodily Injury Aggregate Limit
- c. \$ 500,000 Property Damage per Occurrence
- d. \$2,000,000 Property Damage Aggregate Limit
- e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

**C. Umbrella or Excess of Loss Coverage.** If the limits specified in §1.4.2.3.5A and §1.4.2.3.5B are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

## **.6 Worker's Compensation Requirements.**

**A. Statutory Requirement.** Worker's compensation shall be provided in accordance with the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance.

**B.** The Architect may use a Self-Insured Plan for Workers' Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Architect shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

## **C. Employers Liability**

1. Each accident \$500,000
2. Disease-policy limit \$500,000
3. Disease-each employee \$500,000

D. The Owner may request that Architect's workers' compensation insurance carrier, or self-insurance service agency where applicable, certify that, to the best of its knowledge, the Architect has properly reported wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

**.7 Professional Liability Insurance Requirements.** Professional liability insurance shall cover the Architect against claims the Architect may become legally obligated to pay arising out of the performance of the Architect under the Agreement and caused by any negligent acts, errors or omissions of the Architect or of any person employed by the Architect, or any others for whom the Architect is liable. The Architect shall maintain a limit of liability no less than \$2,000,000. The limit amount of the insurance shall be on a per claim (and aggregate) basis.

**.8 Deductibles and Self-Insured Retentions.** Architect's professional liability may carry a deductible up to \$25,000 per claim. Any higher deductibles or self-insured retentions must be declared to and approved by the Owner.

**.9 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:

**A. Commercial General Liability and Automobile Liability Coverages.**

1. The Architect's insurance coverage shall be primary insurance as respects the Owner, its officials and its employees. Any insurance or self-insurance maintained by the Owner, its officials or its employees shall be in excess of Architect's insurance and shall not contribute with it.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials or its employees.
3. Coverage shall state that the Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

**B. Worker's Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights or subrogation against the Owner, its officials and its employees for losses arising from services performed by the Architect for the Owner.

**C. All Coverages.** Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in

limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

**D. Acceptability of Insurers.** The insurance carrier used by the Architect shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois. The Architect shall furnish the Owner with certificates of insurance naming the Owner, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Owner and are to be received and approved by the Owner before any Services commence. The Owner reserves the right to request full, certified copies of the insurance policies.

**§1.4.2.4** shall be amended by deleting the following language from the second line therein “asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death”

**§1.4.2.6** shall be amended in its entirety to read as follows:

**“§1.2.4.6 Warranties.** The Owner and Architect have agreed that the Owner has an expectation that the specifications, reports and any other documents prepared by Architect in connection with any or all of the Services delivered to the Owner pursuant to this Agreement, (the “Instruments of Service”), should be reasonably error free, however because minor imperfections in the Instruments of Service prepared by the Architect are typical and expected from architects performing these types of services, it is agreed that minor imperfections shall not constitute a breach of this Agreement or a failure to comply with the applicable standard of care for architects for this Project. With respect to all imperfections, the parties further agree as follows:

- A. The Architect shall provide the associated design services to correct such imperfections in the Instruments of Service prepared by the Architect at no additional fee.
- B. Should there be additional costs of construction change orders as a result of the imperfections in the Instruments of Service prepared by the Architect then the Architect shall pay for the construction costs associated with work that is caused solely by the Architect and not others and is not betterment to the project and the Owner shall pay for the betterment. The Architect shall provide design services to correct the problem, review the costs and advise the Owner without any additional compensation from the Owner.

C. For purposes of this section betterment is defined as the difference in costs associated with elements omitted from design or changes to the design and added later that an Owner would have paid for had the elements been included in the design at the time of bid. The betterment cost is the difference in cost for installing the elements when they were actually installed as compared to the cost of installing them if they were included in the bid documents

§1.4.2.6.1 The Architect shall exercise that professional skill and judgment that can be reasonably expected from other architects performing similar services to those required hereunder

§1.4.2.6.2 shall be amended to read as follows: The Architect shall maintain without interruption the following insurance for the duration of this Agreement, except that professional liability coverage shall be maintained for ten (10) years following the date of final completion of construction of the Project.

§1.4.2.6.3 shall be amended to read as follows: If as a result, Architect's negligence, errors or omissions, an error in the construction documents results in additional construction costs, the Architect shall be responsible for paying those additional construction costs including any increased additional equipment cost in excess of the cost of the equipment as set forth in the original bid document.”

§1.4.2.6.4 **Obligations Survive.** The obligations or duties imposed upon the Architect under this Agreement shall survive any termination or closeout of the Agreement.

§1.4.2.6.5 **Indemnification.** The Architect shall defend, indemnify, keep and save harmless, the Owner and its board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees to the extent caused by a negligent act, error or omission or willful act of the Architect or any of its employees or agents arising out of or resulting from the performance of service under this Agreement, except to the extent caused by the negligence of the party seeking to be indemnified. If any judgment shall be rendered against the Owner, its board members, officers, agents or employees, in any such action, the Architect shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Architect to indemnify the Owner, its board members, officers, agents and employees for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable. In the event any such claim, lawsuit, or action is asserted and Architect's insurance carrier(s) fail or refuse to respond, any such

money due the Architect under and by virtue of the Agreement as shall be deemed necessary by the Owner for the payment thereof, may be retained by the Owner for said purpose. No inspection by the Owner, its employees or agents shall be deemed a waiver by the Owner of full compliance with the requirements of this Agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in this Agreement.

- §1.4.2.9 Indemnity from Contractors Required in Construction Contract shall be deleted in its entirety
- §1.4.2.10 Indemnity for Deviation shall be deleted in its entirety
- §1.4.2.12 Needs Further Discussion
- §1.4.2.16 Public Board/Zoning Meetings, Submittals and Approvals shall be deleted in its entirety.

#### **ARTICLE 1.5 COMPENSATION**

- §1.5.1 shall be amended by deleting “8.25%” contained therein and substituting “8.0%” in lieu thereof
- §1.5.8 shall be amended in its entirety to read as follows: “Payments are due and payable in accordance with the Local Government Prompt Payment Act. (50 ILCS 500/1 et seq.)”
- §1.5.9 shall be amended by adding the words “any agreed upon” between the words “Architect”, and “extension” in the second line therein

# DRAFT AIA Document B141™ - 1997 Part 2

## *Standard Form of Architect's Services: Design and Contract Administration*

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- 2.1 PROJECT ADMINISTRATION SERVICES
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#### ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meeting, communicate with members of the Project team and issue minutes of meetings with the Owner throughout the Master Planning, Schematic Design, Design Development, Construction Documents and Bidding Phase. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, in coordination with the Constructor a Project schedule that shall identify milestone dates for decisions required of the Owners, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction, and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

**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.

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

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§ 2.1.6 The Architect shall assist the Owner and the Constructor in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Assistance shall be limited to the preparation of forms, submission drawings, specifications and other documents prepared by the Architect and the Architect's consultants and subcontractors for this Project (Instruments of Service), provision of interpretation and clarifications of Instruments of Service and forms, and monitoring and keeping Owner informed of the status of the review process. The Architect shall use its reasonable best efforts to assist the Owner to obtain necessary permits on a timely basis; however, the Architect does not represent or guarantee the time necessary to obtain permits.

#### § 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, 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 familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the 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 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. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work 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 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional if the lowest bona fide bid exceeds the Architect's last estimate by more than 15% compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

## ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish any information it may have program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 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; 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.

§ 2.2.1.3 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, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

## **ARTICLE 2.3 MASTER PLANNING EVALUATION AND PLANNING SERVICES**

### **§ 2.3.1 PROPOSED SERVICES**

#### **I. ~~Space Programming review and verification.~~**

- ~~— A. Work with staff to review staffing and facility needs for the Public Works facility.~~
- ~~— B. A brief review of the space programs to be accomplished for the Village of Hall, Police and Recreation Center.~~
- ~~— C. WA to provide a draft and final space programs for each phase.~~
- ~~— D. Includes three (3) staff meetings.~~

#### **II. ~~Master Plan Update~~**

- ~~A. We understand that the wetlands/buffer zone will require the Public Works facility to be located on a different part of the site than was previously considered. Therefore, we will work with staff to determine the best new location while still considering the next facility phases.~~
- ~~B. The Village priorities now dictate that the Public Works comes first, the Combined Village Hall and Police Station is second and the Recreation Center is third.~~
- ~~C. Overall site plan to be reworked to locate and design these facilities to occur in this new order of priorities.~~
- ~~D. Cost Estimate to be provided, along with a colored site plan and executive summary.~~
- ~~E. This will be presented to the Board for their review and acceptance.~~
- ~~F. Includes three (3) meetings with staff and Board presentation.~~

~~§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.~~

~~§ 2.3.3 The Architect shall review with the Owner the proposed method of contracting for construction services and shall notify assist the Owner to understand the of the anticipated impacts that each such method may have on the Owner's program, financial and time requirements, and the scope of the Project.~~

## **ARTICLE 2.4 DESIGN SERVICES**

§ 2.4.1 The Architect's design services shall include normal Landscape Architecture and structural, mechanical and electrical engineering services.

### **§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS**

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the Village approved Master Plan. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, and preliminary colored building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. ~~The Architect shall prepare three (3) renderings of the~~

exterior of the facility showing 3 different architectural themes for its appearance. These will be presented to the BOT and SNC for their review and selection.

#### **§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS**

**§ 2.4.3.1** The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, building sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels. Colored site and floor plans to be included.

#### **§ 2.4.4 CONSTRUCTION DOCUMENTS**

**§ 2.4.4.1** The Architect shall provide Construction Documents based on the approved Design Development Documents and updated Owner approved budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. Documents and services shall include the following:

- 1) Architect and Architect's Consultants shall provide detailed architectural and engineering drawings of the buildings, systems, and components designed by the Architect and Architect's Consultants.
- 2) The Project Manual shall include general and special conditions, as appropriate, and specifications.
- 3) The Construction Documents shall include all Drawings and Specifications required to obtain all permits and approvals necessary to complete the construction of the Project.

**§ 2.4.4.2** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

#### **ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES**

**§ 2.5.1** The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

**§ 2.5.2** The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

**§ 2.5.3** The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

#### **§ 2.5.4 COMPETITIVE BIDDING**

**§ 2.5.4.1** Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

**§ 2.5.4.2** If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

**§ 2.5.4.3** If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

**§ 2.5.4.4** The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

## ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

### § 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 ~~The~~ Except as otherwise provided in this Agreement, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction as may be amended by the Owner provided that no such amendment shall increase the obligations of the Architect hereunder without Architect's prior written consent to such amendment. ~~current as of the date of this Agreement.~~ Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 ~~The~~ Except as otherwise provided in this Agreement, the Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the pre-construction meeting for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extends 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect. ~~with consent of the Contractor, which consent will not be unreasonably withheld.~~

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and ~~decide matters~~ make recommendations concerning performance of the Owner and Contractor 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.

§ 2.6.1.8 Interpretations and ~~decisions~~ recommendations 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 initial recommendations ~~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 the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial recommendations ~~decisions~~ on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

## § 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site once every two (2) weeks for ten (10) months at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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. Architect shall promptly submit to Owner a written field report of the results of each visit to the site. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as directed by Owner or as may otherwise be provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect ~~shall have authority to advise and shall advise the Owner of~~ reject Work that does not conform to the Contract Documents, and shall make recommendations to the Owner whether to accept or reject such Work. Whenever the Architect considers it necessary or advisable, the Architect shall recommend ~~will have authority to the Owner that the Owner required~~ 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.

## § 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and Sub-Contractors and shall issue Certificates for Payment in such amounts. Architect shall not, however, forward such certifications to Contractor unless and until Owner has concurred in writing therewith. 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 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and 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. The Architect shall not review the waivers.

§ 2.6.3.2 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.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment

2.6.3.4 The Architect is not responsible to verify that payments are received by any contractor or supplier.

~~2.6.3.5 The Architect has included the review of twelve (12) applications for payment. Any additional payment application reviews shall be considered an Additional Service.~~

#### § 2.6.4 SUBMITTALS

§ 2.6.4.1 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no event shall this time be less than ten (10) business days. Review Except to the extent same are not in conformity with the Contract Documents, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review 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.

§ 2.6.4.2 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.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

#### § 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor. The Architect's time to investigate, prepare documents, review the proposals and all other time associated with Change Orders is considered an Additional Service unless the change is a result of an error or omission by the Architect.

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

## § 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall ~~conduct inspections~~ review the work to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, contractor-provided marked up record drawings written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's ~~inspection~~ review of the Work shall be conducted with the Owner's Designated Representative 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.

§ 2.6.6.3 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 any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

## ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall ~~meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.~~

§ 2.7.2 ~~Approximately eleven (11) months after~~ Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to provide a warranty review. the facility operations and performance and to make appropriate recommendations to the Owner.

## ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to ~~two~~ ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 Visits to the site shall be provided once every two (2) weeks for ~~twelve-six (126)~~ months starting from the pre-construction meeting. Time for visits to the site include transportation, time at the site, and time to prepare the field report for regular site visits and project closeout, including the punchlist process, both by the Architect and the Architect's consultants. Architect will cause the Architect's ~~landscape-interior designer/architect~~, and structural, mechanical, plumbing, and electrical engineers to visit the site ~~three-two (32)~~ times each, and shall forward to the Owner each of their field reports and punchlists. up to ~~( )~~ visits to the site by the Architect over the duration of the Project during construction.
- .3 up to ~~one~~ ( 1 ) inspection for any portion of the Work (punch list) to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to ~~one~~ ( 1 ) review (follow-up review) inspection for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information 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 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;

- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.
- .8 Contract Administration Services provided sixty (60) days after the date of Substantial Completion of the Work.
- .9 Construction observation field time beyond the ~~twelve-six~~ (126) months included.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Owner and Architect Completed	N/A
.2 Land Survey Services	Owner	TBD
.3 Geotechnical Services	Owner	TBD
.4 Space Schematics/Flow Diagrams	N/A	N/A
.5 Existing Facilities Surveys	N/A	N/A
.6 Economic Feasibility Studies	N/A	N/A
.7 Site Analysis and Selection	N/A	N/A
.8 Environmental Studies and Reports	Owner	TBD
.9 Owner-Supplied Data Coordination	Owner	Owner
.10 Schedule Development and Monitoring	Architect & Constructor	Architect & Constructor
.11 Civil Design	Owner	TBD
.12 Landscape Design	Architect/Owner	Architect's Office/TBD
.13 Interior Design	Architect	WA
.14 Special Bidding or Negotiation	Owner	Constructor
.15 Value Analysis	Architect	TBD
.16 Detailed Cost Estimating	Architect	Architect's Office
.17 On-Site Project Representation	Constructor	Project Site
.18 Construction Management	Constructor	Project Site
.19 Start-up Assistance	Constructor	Project Site
.20 Record Drawings	Contractors	TBD
.21 Post-Contract Evaluation	Architect	Project Site
.22 Tenant-Related Services	Not Provided	N/A
.23		
.24		
.25		

Description of Services.

*(Insert descriptions of the services designated.)*

## ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

OWNER

VILLAGE OF WILLOWBROOK

*(Signature)*

*(Printed name and title)*

ARCHITECT

WILLIAMS ARCHITECTS, LTD.

*(Signature)*

Mark S. Bushhouse, AIA, LEED AP  
President / Managing Principal

*(Printed name and title)*



**AMENDMENTS TO AIA DOCUMENT  
B-141-1997 PART 2**

**ARTICLE 2.1 PROJECT ADMINISTRATIVE SERVICES**

- §2.1.1 shall be amended by adding the letter “s” after the word meeting in line two therein
- §2.1.2 shall be amended by adding “and owner” after the word “construction” in line two therein
- §2.1.7.3 shall be amended by adding the following words after the word “accordingly” at the end of §2.1.7.3 “upon written approval of owner”
- §2.1.7.4 shall be amended by deleting the words “or negotiation” from line one therein
- §2.1.7 shall be amended by adding the words “to date” after the word performed in line five therein

**ARTICLE 2.2 SUPPORTING SERVICES**

- §2.2.1.1 the following words “the Owner shall furnish a program” shall be deleted from the first line of 2.2.1.1 and insert in lieu thereof: “The Architect shall furnish, with the Owner’s input and with the Owner’s mutual agreement,”
- §2.2.1.2 add new sentence at end of 2.2.1.2: “The Architect will assist Owner in securing surveys, reports, and information needed for the Project and to be supplied by Owner under this Article”.
- §2.2.1.3 add new sentence at end of 2.2.1.3: “The Architect will assist the Owner in determining what tests, inspections and reports are required by law, necessary or should be obtained by Owner due to known circumstances and scope of the project”.
- §2.4.1 shall be amended by adding the words “ and interior design” after the word “engineering” in line two therein
- §2.4.2.1 shall be amended by deleting the words “The Village Approved Master Plan” and insert the following: “The mutually agreed upon program, schedule and budget for the cost of the work”.
- §2.4.2.2 shall be amended by deleting the word “may” from line six therein and insert the word “shall” in lieu thereof

**ARTICLE 2.5            CONSTRUCTION PROCUREMENT SERVICES**

- §2.5.4.3            shall be amended by deleting the words “If requested by the Owner” from the first line therein
- §2.5.4.7            shall be amended by deleting the words “in or at the Owner’s direction” from the first line therein
- §2.5.4.7            shall be further amended by adding the words “Unless otherwise directed by the Owner” at the beginning of §2.5.4.7
- §2.6.1.2            shall be amended by deleting “60” from line four therein and inserting “90” in lieu thereof
- §2.6.1.9            shall be amended by deleting the last sentence therein
- §2.6.2              Evaluations of the Work
- §2.6.2.1            shall be amended by adding the following language after the word “months” in line two therein: “or at more frequent intervals as necessary and appropriate to the stage of the contractor’s operations,”...
- §2.6.2.2            shall be amended by inserting the words “in writing” between the words “owner” and “known” in line one therein
- §2.6.2.2.1          add new §2.6.2.2.1 to read as follows: “Architect will use its reasonable efforts to cause Contractor to comply with all the requirements of the Contract Documents. Architect will use its reasonable efforts to require Contractor to correct any defective Work. If the Contractor fails to comply with the requirements of the Contract Documents, or refuses to correct defective Work, Architect will report such failure in writing to the Owner. The Architect shall report to the Owner in writing known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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.”
- §2.6.3.1            shall be amended by deleting the word “not” from the last sentence therein
- §2.6.3.4            shall be deleted in its entirety
- §2.6.3.5            section 2.6.3.5 shall be reinserted in its entirety
- §2.6.4              Submittals

§2.6.4.1 shall be amended by deleting the words “, but in no event shall this time be less than ten (10) business days”

§2.6.5 changes in the Work

§2.6.5.3 shall be amended by inserting the following words “in writing,” between the words “Owner” and “who” in the third line therein

§2.6.5.3 shall be further amended by deleting in its entirety the last sentence contained therein

§2.6.5.5 add a new §2.6.5.5 to read as follows: “Authority to authorize Work or approve changes which do not increase the Contract Cost of Work or which increase the Contract Cost of Work by not more than \$2,500.00 may be exercised by written change order of the Owner’s Designated Representative.

Authority to increase the Contract Sum in all other instances or to extend the Contract Time may only be exercised by written Change Order signed by the Owner’s representative after approval by the President of the Board of Trustees of The Village of Willowbrook and authorized by a due and proper vote of a majority of the Board of Trustees. The Architect shall not have the authority to increase the Contract Sum or to extend the Contract Time.”

§2.6.6 Project Completion

§2.6.6.1 shall be amended by adding the words “conduct inspections and” in the first line therein

§2.6.6.1 shall be further amended by adding the following at the end of §2.6.6.1: “Architect will use reasonable efforts to require Contractor to comply with the Project schedule, but will not be responsible for Contractor’s failure to do so”.

§2.7.2 shall be amended by deleting the word “approximately” from line one therein and §2.7.2 shall be further amended by reinserting the following language: “the facility operations and performance and to make appropriate recommendations to the Owner.”

## **ARTICLE 2.8 SCHEDULE OF SERVICES**

§2.8.1.2 shall be amended by deleting the word “six” and number “6” from line one therein and substitute the word “ten” and the number “10” in lieu thereof

§2.8.1.3 shall be amended by deleting the word “one” and number “1” from line one therein and substitute the word “two” and the number “2” in lieu thereof

§2.8.1.4 shall be amended by deleting the following from line one therein: “one (1) review (follow-up review) inspection” and substituting in lieu thereof “two (2) inspections”

§2.8.1.9 (TO BE DISCUSSED)

## **ARTICLE 2.9 MODIFICATIONS**

§2.9.1.2 Add new §2.9.1.2 as follows: “Termination of Architect by Owner. Upon the occurrence of any one or more of the following events, the Owner may after giving Architect written notice, without cause and without prejudice to any other right or remedy, elect to terminate the Architect.

- (a) Architect commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Architect takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- (b) If a petition is filed against Architect under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Architect under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- (c) If Architect makes a general assignment for the benefit of creditors;
- (d) If a trustee, receiver, custodian or agent of Architect is appointed under applicable law or under contract, who appointment or authority to take charge of property of Architect is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Architect’s creditors;
- (e) If Architect admits in writing an inability to pay its debts generally as they become due.

In such case, Architect shall be reimbursed for all services and expenses incurred to date of termination, less any additional costs incurred by the Owner to have the services performed which were to have been performed by the Architect.”

## **ARTICLE 3            CERTIFICATIONS**

Add Article 3 to read as follows:

- §3.1            Architect shall submit to the Owner a certification that the Architect is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1.1.
- §3.2            Architect shall comply with the Veterans Preference Act (330ILCS 55/0.01 et. seq.)
- §3.3            During the performance of the Agreement, the Architect shall:
- (1)    Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2)    If Architect hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3)    In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4)    Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (5)    Permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6)    Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any

location, under its control, where segregated facilities are maintained. As used in this section, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

§3.4 The Architect shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A) (4).

§3.5 In the event of non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Architect may be declared ineligible for future contracts with the District, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

§3.6 Drug Free Workplace

The Architect shall provide a drug-free workplace by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Architect’s workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(a) abide by the terms of the statement; and

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Architect’s policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon employees for drug violations.

- C. Making it a requirement to give a copy of the statement required by Subparagraph 3.6A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- D. Notifying the District within ten (10) days after receiving notice under Subparagraph 3.6A (3) (b) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

§3.7 The Architect shall submit to the Owner a certification that it and its officers and directors shall comply with all relevant provisions of the “Ethics” ordinance of The Village of Willowbrook.

§3.8 The Architect shall submit to the Owner a certification that it and its officers and directors have not been barred from signing this Agreement as a result of a violation of Section 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Compiled Statutes).

§3.9 The Architect’s certification form is attached hereto and incorporated herein by reference.