



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

## Village Administrator

Tim Halik

## Chief of Police

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## AGENDA

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, SEPTEMBER 14, 2015, AT 6:00 P.M. AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
  - a) August 10, 2015 Regular Meeting of the Municipal Services Committee
4. REPORT – 67<sup>th</sup> Street Water Tank Re-Coating Project – Change Order #1
5. REPORT – 2015 MFT Road Maintenance Program – Payout #1 (Partial)
6. DISCUSSION – Fall Brush Collection Program: October 12<sup>th</sup> thru 16<sup>th</sup>, 2015
7. DISCUSSION – Architectural Services Agreement, Police Station Building Renovation - Williams Architects
8. REPORT – Municipal Services Department:
  - a) August 2015 Monthly Permit Activity Report
  - b) July 2015 Water System Pumpage Report
  - c) July & August Monthly Mosquito Abatement Reports
9. VISITOR'S BUSINESS  
(Public comment is limited to three minutes per person)
10. COMMUNICATIONS
  - a) SWCD License Agreement Termination
11. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES  
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON  
MONDAY, AUGUST 10, 2015 AT THE WILLOWBROOK POLICE STATION  
BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, and Village Administrator Tim Halik.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the July 13, 2015 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Oggerino seconded the motion. Motion carried.

4. REPORT – Residential Solid Waste and Recycling Collection Services Contract

Assistant to the Village Administrator Garrett Hummel advised the committee that the Village's 4-year contract with Republic Services is set to expire on December 31, 2015. Hummel reminded the Committee members that in 2007 the Village entered into an exclusive agreement with Republic Services, previously ARC Disposal, to provide scavenger services for the 1,300 single-family residences in town using a toter-based collection system. When the 2007 contract was up in 2011, the Village extended the contract for another 4 years. Hummel stated that Republic submitted a proposal for consideration for another contract renewal, and highlighted the changes including: A price increase of 0% in Year 1 and 2.5% per year in Years 2 through 4, and an increased senior discount which includes 20% off the regular 35-gallon toter rate. Hummel advised that the senior discount was 10% during the previous contract. Chairman Mistele asked about our relationship with the current vendor. Both Administrator Halik and Hummel responded that Republic has been very responsive to resident concerns and complaints and is easy to work with. There have been no problems managing the contract. Chairman Mistele then asked what resident feedback has been on the citizen survey. Hummel reminded the Committee members that when the Village switched from a bag-and-tag type program to a toter based program, there were some unhappy residents, but those were primarily residents that did not put many bags out at all in a week or a month, so they were faced with a price increase when using even the minimum size available toter. Halik further explained the issue with a bag-and-tag program; that there is a minimum fee in the collection industry to pay for a garbage truck with driver to pick up refuse and recycling. If a resident only puts out a limited number of bags on a weekly or monthly basis, the revenue collected is not enough to pay for the service. Therefore, the cost of the sticker must increase. This increase then impacts the larger family that puts out multiple bags a week. In essence, the larger family is then subsidizing the cost of collection for the individual or couple through the increased sticker prices. Hummel agreed, and also commented that the smaller families have argued

that by going to a toter-based system they are now subsidizing the collection costs for larger families. However, there is a choice of three different sized toters to use based on the volume of refuse they produce. With regard to feedback on the resident survey, Hummel stated that there have not been any complaints in recent years. Chairman Mistele asked about white goods. Hummel provided information regarding the collection of large items including appliances and white goods. Chairman Mistele commented that if costs remain competitive and we have a good relationship with the vendor, he would be inclined to renew the contract. Trustee Oggerino agreed. Halik shared that staff had received an indication of pricing from Groot from the Downers Grove Township, which was based on a Naperville contract, and that pricing seemed to be generally comparable to our pricing at Republic. Trustee Oggerino inquired about the collection of computer equipment. Hummel responded with information on several locations within DuPage County that accepts computer equipment. In conclusion, the Committee supported a contract renewal with Republic Services. Hummel stated that he will work with Republic to draft the renewal contract and it will be brought before the full Board for consideration in the near future, before the end of the year.

5. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of July 2015. The Village has taken in about \$22,600 in permit revenue for the month. Halik advised that in total for the first three months of fiscal year 2015/16, the Village has received approximately 27.5% of the anticipated FY2015/16 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for June 2015. The reports indicate that the Village pumped 29,447,000 gallons of water in the month, bringing the total amount pumped for the first two months of the fiscal year to 58,660,000 gallons. Halik stated that we have pumped about 5% less water this year so far as compared to the same time frame of last year. Halik shared that we are on track so far in reaching our estimated pumpage projection for the year of 350,000,000 gallons.

6. VISITOR'S BUSINESS

(None)

7. COMMUNICATIONS

Administrator Halik was asked by Chairman Mistele to provide an update on the painting of the 67<sup>th</sup> Street water tank, specifically, whether the Lake Hinsdale Village Homeowners Association would object to displaying the Village logos on the tank. Halik advised that he had attended an LHV HOA meeting to present the tank project and answer any questions the LHV Board or their residents had. Subsequently, the LHV Board decided that they did not object to the Village logos being displayed and also declined our offer to add the LHV logo to the west face of the tank.

Administrator Halik was asked by Trustee Oggerino to provide an update on the status of the contract with Williams Architects for the police renovation project. Both Chairman Mistele and Administrator Halik shared several outstanding issues with the draft contract language including scope of work and associated fees.

However, it is hoped that the contract language could be agreed upon soon so the contract can be considered by the Board at an upcoming meeting.

8. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Oggerino. The meeting was adjourned at 6:22 PM.

(Minutes transcribed by: Tim Halik, 9/3/15)

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**REPORT – 67<sup>th</sup> Street Water Tank Re-Coating Project –  
Change Order #1**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

September 14, 2015

- Discussion Only
- Seeking Feedback
- Regular Report
- Approval of Staff Recommendation (for consideration by Village Board at a later date)
- Approval of Staff Recommendation (for immediate consideration by Village Board)
- Report/documents requested by Committee

**BACKGROUND**

At its regular meeting on May 26, 2015, the Village Board awarded a contract to Era Valdivia Contractors, Inc. to complete a complete blasting and re-coating, both interior and exterior, of the Village's 67th Street 500,000 gallon spheroid water tank. Seven (7) public bids were received for this project. Era Valdivia submitted the low bid in the amount of \$358,600. Work commenced in early August and, since that time, has been substantially completed.

**REQUEST FOR FEEDBACK**

Change Order #1 includes various additional work that was not included within the contract but was deemed necessary for a complete project. Change Order #1 represents a total increase in the contract in the amount of \$9,600. The following is a summary of the nature of the required items within this change order:

| AMOUNT            | EXPLANATION  |
|-------------------|--|
| \$2,500.00        | The construction contract called for the use of an epoxy primer coat. Upon recommendation by the contractor and review by the supervising engineer, it was determined that a zinc based primer would be more effective to deter steel corrosion. |
| \$1,000.00        | After the logo stencil was ordered, it was determined that the Village logos should be slightly increased in size vertically to account for the curve of the tank walls.   |
| \$500.00          | A rubberized seal located at the top of the tank where the tank walls meet the stairway shaft was found to be deteriorated and needing replacement.  |
| \$1,000.00        | The required aviation light at the top of the tank was found to be damaged. It was determined that a complete new aviation light fixture should be installed.  |
| \$1,600.00        | The two (2) manway doors were found to need realignment and seals replaced to ensure they close tightly and remain weatherproof.   |
| \$3,000.00        | Replacement of the entire interior platform condensate line was determined to be necessary due to the existing line beginning to corrode.  |
| <b>\$9,600.00</b> | <b>TOTAL CHANGE ORDER #1 AMOUNT (ADDITION)</b>   |

**STAFF RECOMMENDATION**

Staff recommends that the above change order as presented be authorized. Since the completion of this work was necessary to accommodate the contractor's schedule, the mayor was consulted and it was agreed that the change order be accepted and ratified by the Village Board after-the-fact. Therefore, the change order was accepted on August 24, 2015 by Administrator Halik.

RECEIVED

AUG 24 2015

VILLAGE OF  
WILLOWBROOK

Exhibit "A"

**ERA VALDIVIA CONTRACTORS, INC.**

11909 South Avenue O

Chicago, Illinois 60617

Phone: (773) 721-9350

Fax: (773) 721-8027

**CHANGE ORDER - TRANSMITTAL**

**DATE:** August 21, 2015  
**TO:** Gerald Hennelly  
**COMPANY:** Christopher B. Burke Engineering  
**E-mail:** ghennelly@cbbel.com  
**FROM:** Greg Bairaktaris  
Project Manager

**No. OF PAGES:** 1 INCLUDING COVER SHEET

**Additional Work – Water Tank Improvements**

Gerry,

As per our conversation August 12th, regarding additional work that is not in our scope of the work.

We have completed the following to date:

|   |                     |
|---|---------------------|
| 1. Zinc 91H20 in place of Epoxy primer        | \$2,500.00 Finished |
| 2. Logo increase                              | \$1,000.00 Finished |
| 3. Repair open void with Rubber Annular cover | \$ 500.00 Finished  |

Pending :

|  |                   |
|--|-------------------|
| 4. Repair Aviation Light                   | \$1,000.00        |
| 5. Repair both manway doors to close tight | \$1,600.00        |
| 6. Replace condensate line – new           | \$3,000.00        |
| <b>Total Amount</b>                        | <b>\$9,600.00</b> |

We need to have this approved so that may complete all work A.S.A.P.

Thanks, Greg

*If you have problems receiving this transmission, please call (773) 721-9350.*

**SSPC – Patron Member and QP1/QP2 Contractor**

MUNICIPAL SERVICES COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

REPORT – 2015 MFT Road Maintenance Program –  
Payout #1 (Partial)

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

September 14, 2015

- Discussion Only
- Seeking Feedback
- Regular Report
- Approval of Staff Recommendation (for consideration by Village Board at a later date)
- Approval of Staff Recommendation (for immediate consideration by Village Board)
- Report/documents requested by Committee

BACKGROUND

At its regular meeting on May 26, 2015, the Village Board approved a contract with K-Five Construction Corporation to complete the 2015 Motor Fuel Tax (MFT) Roadway Maintenance Program. This year's MFT Roadway Maintenance Program included the resurfacing of .51 miles of roadways (Waterford Drive), replacement of both defective concrete curb & gutter and defective concrete sidewalks along the street to be repaved, along with full-depth patching on various streets throughout the Village. After all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced.

REQUEST FOR FEEDBACK (if any)

Given the work is now complete; the contractor has submitted a request for partial payment. The following is a breakdown of the project costs to date:

(TOTAL CONTRACT BILLING:       \$182,112.47)

Invoice #1 amount:               \$182,112.47

Less Retainage (5%):             \$9,105.62

Payout #1 Request:               \$173,006.85

The final invoiced amount was substantially lower (by \$30,884.06) than the original estimated contract amount due to the final quantities of materials used.

Once IDOT provides final approval of the project, the retainage amount will be released.

STAFF RECOMMENDATION

Staff would recommend that Payout #1 – Partial Payment to K-Five Construction Corporation in the amount of \$173,006.85 be authorized. Partial Waivers of Lien and the Certified Payroll Reports have already been received.



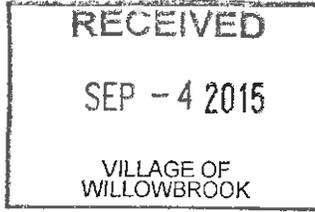
13769 MAIN STREET  
 LEMONT, ILLINOIS 60439  
 TEL (630) 257-5600 FAX (630) 257-6788

INVOICE PAGE No. 97816M

| PAY APPLICATION | DATE        | TERMS  | CONTRACT       |
|-----------------|-------------|--------|----------------|
| 2               | 31 AUG 2015 | NET 30 | 15-00000-01-6M |

CONTRACT LOCATION

CUSTOMER 010206  
 VILLAGE OF WILLOWBROOK  
 7760 QUINCY ST  
 WILLOWBROOK, IL 60521



JOB COST PROJECT # 15052  
 WILLOWBROOK WATERFORD & VAR  
 VARIOUS  
 WILLOWBROOK, IL

| BID ITEM                         | DESCRIPTION          | UOM  | ESTIMATED QUANTITY | PREVIOUS QUANTITY | CURRENT QUANTITY | TO DATE QUANTITY | UNIT PRICE | CURRENT AMOUNT | TO DATE AMOUNT |
|----------------------------------|----------------------|------|--------------------|-------------------|------------------|------------------|------------|----------------|----------------|
| 40300100                         | BIT MAT PR CT        | GAL  | 1653.0000          | 684.9000          | 0.0000           | 684.9000         | 0.0100     | 0.00           | 6.85           |
| 40603335                         | HMA SC MIX D N50 1.5 | TON  | 1020.0000          | 910.8300          | 0.0000           | 910.8300         | 74.0000    | 0.00           | 67,401.42      |
| 42400200                         | PCC SIDEWALK 5" SPL  | SF   | 700.0000           | 628.4000          | 0.0000           | 628.4000         | 6.0000     | 0.00           | 3,770.40       |
| 42400800                         | DETECT WARN          | SF   | 184.0000           | 72.0000           | 0.0000           | 72.0000          | 25.0000    | 0.00           | 1,800.00       |
| 44000155                         | HMA SURF REM 1 1/2 S | SY   | 4300.0000          | 4197.0000         | 0.0000           | 4197.0000        | 3.4000     | 0.00           | 14,269.80      |
| 44000500                         | COMB C & G REM       | FOOT | 2020.0000          | 1290.0000         | 0.0000           | 1290.0000        | 9.5000     | 0.00           | 12,255.00      |
| 44000600                         | SIDEWALK REM         | SF   | 700.0000           | 1291.6000         | 0.0000           | 1291.6000        | 2.5000     | 0.00           | 3,229.00       |
| 70102620                         | T C & P STD 701501   | LS   | 1.0000             | 1.0000            | 0.0000           | 1.0000           | 20250.0000 | 0.00           | 20,250.00      |
| 78000650                         | THPL PVMT MK LINE 24 | FOOT | 90.0000            | 74.0000           | 0.0000           | 74.0000          | 25.0000    | 0.00           | 1,850.00       |
| NA1                              | COMB C C & G TY M 3. | FOOT | 2020.0000          | 1290.0000         | 0.0000           | 1290.0000        | 22.0000    | 0.00           | 28,380.00      |
| NA2                              | STRUCT ADJ SPL       | EACH | 15.0000            | 15.0000           | 0.0000           | 15.0000          | 700.0000   | 0.00           | 10,500.00      |
| NA3                              | CL D PATCH 6" SPL    | SY   | 157.0000           | 224.0000          | 0.0000           | 224.0000         | 100.0000   | 0.00           | 22,400.00      |
| X1                               | LANDSCAPE CREDIT     | LS   | 1.0000             | 1.0000            | 0.0000           | 1.0000           | -3000.0000 | 0.00           | -3,000.00      |
| X2                               | LANDSCAPE CREDIT     | LS   | 1.0000             | 0.0000            | 1.0000           | 1.0000           | -1000.0000 | -1,000.00      | -1,000.00      |
| **TOTAL BASE CONTRACT**          |                      |      |                    |                   |                  |                  |            | -1,000.00      | 182,112.47     |
| TOTAL CONTRACT AND CHANGE ORDERS |                      |      |                    |                   |                  |                  |            | -1,000.00      | 182,112.47     |

BILLING SUMMARY FOR CONTRACT 15052

|                           | CURRENT   | TO DATE    |
|---------------------------|-----------|------------|
| COMPLETE TO DATE          | -1,000.00 | 182,112.47 |
| MATERIALS ON HAND         | 0.00      | 0.00       |
| SALES TAX                 | 0.00      | 0.00       |
| LESS RETAINAGE @ 5.0000 % | -50.00    | 9,105.62   |
| BALANCE                   | -950.00   | 173,006.85 |
| LESS PREVIOUS PAYMENTS    |           | 0.00       |
| TOTAL AMOUNT DUE          | -950.00   | 173,006.85 |

ORIGINAL

**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Gty # \_\_\_\_\_ Page 1 of 2

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF WILLOWBROOK  
to furnish Asphalt Paving  
for the premises known as WATERFORD DR & VARIOUS STREETS  
of which VILLAGE OF WILLOWBROOK is the owner.

THE undersigned, for and in consideration of One Hundred Seventy Three Thousand Six Dollars and Eighty Five Cents  
(\$ 173,006.85 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to  
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys,  
funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to  
this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE August 26, 2015 COMPANY NAME K-Five Construction Corporation  
ADDRESS 13769 Main Street, Lemont, IL 60439

SIGNATURE AND TITLE Mark A. Sniegowski

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mark A. Sniegowski BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) Vice-President OF  
(COMPANY NAME) K-Five Construction Corporation WHO IS THE  
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING  
LOCATED AT WILLOWBROOK, IL  
OWNED BY VILLAGE OF WILLOWBROOK

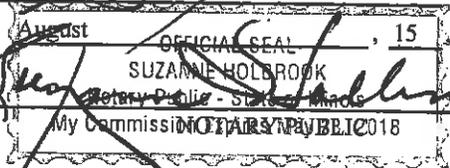
That the total amount of the contract including extras\* is \$ 183,112.47 on which he or she has received payment of  
\$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have  
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering  
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete  
said work according to plans and specifications:

| NAMES AND ADDRESSES  | WHAT FOR       | CONTRACT PRICE<br>INCLDG EXTRAS* | AMOUNT<br>PAID | THIS<br>PAYMENT | BALANCE<br>DUE |
|--|----------------|----------------------------------|----------------|-----------------|----------------|
| K-Five Construction Corporation  | Asphalt Paving | \$124,977.19                     |                | \$117,778.33    | \$7,198.86     |
| PAVEMENT SYSTEMS   | STRIPING       | \$1,850.00                       |                | \$1,757.50      | \$92.50        |
| HIGHWAY SAFETY   | TRAFFIC CONT   | \$4,500.00                       |                | \$4,275.00      | \$225.00       |
| GEM CONST  | C&G            | \$41,435.28                      |                | \$39,363.52     | \$2,071.76     |
| ALL MATERIAL TAKEN FROM FULLY PAID FOR STOCK & HAULED IN OUR OWN TRUCKS.           |                |                                  |                |                 |                |
| ALL LABOR PAID IN FULL. ALL BITUMINOUS MATERIALS TAKEN FROM OUR OWN ASPHALT PLANT. |                |                                  |                |                 |                |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE                             |                | \$172,762.47                     |                | \$163,174.35    | \$9,588.12     |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done or to be done upon or in connection with said work other than above stated

DATE August 26, 2015 SIGNATURE: Mark A. Sniegowski  
SUBSCRIBED AND SWORN TO BEFORE ME THIS Twenty-sixth DAY OF August, 2015

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Cty # \_\_\_\_\_ Page 2 of 2

Escrow # \_\_\_\_\_

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THE undersigned, for and in consideration of One Hundred Seventy Three Thousand Six Dollars and Eighty Five Cents  
(\$ 173,006.85) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to  
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys,  
funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to  
this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE August 26, 2015 COMPANY NAME K-Five Construction Corporation  
ADDRESS 13769 Main Street, Lemont, IL 60439

SIGNATURE AND TITLE Mark A. Sniegowski

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mark A. Sniegowski BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) Vice-President OF  
(COMPANY NAME) K-Five Construction Corporation WHO IS THE  
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING  
LOCATED AT WILLOWBROOK, IL  
OWNED BY VILLAGE OF WILLOWBROOK

That the total amount of the contract including extras\* is \$ 183,112.47 on which he or she has received payment of  
\$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have  
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering  
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete  
said work according to plans and specifications:

| NAMES AND ADDRESSES                                    | WHAT FOR | CONTRACT PRICE<br>INCLDG EXTRAS* | AMOUNT<br>PAID | THIS<br>PAYMENT | BALANCE<br>DUE |
|--|----------|----------------------------------|----------------|-----------------|----------------|
| From Page 1  |          | \$172,762.47                     |                | \$163,174.35    | \$9,588.12     |
| HUMIR CONST  | SEWER    | \$10,350.00                      |                | \$9,832.50      | \$517.50       |
|  |          |                                  |                |                 |                |
|  |          |                                  |                |                 |                |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE |          | \$183,112.47                     |                | \$173,006.85    | \$10,105.62    |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done or to be done upon or in connection with said work other than above stated

DATE August 26, 2015 SIGNATURE: Mark A. Sniegowski  
SUBSCRIBED AND SWORN TO BEFORE ME THIS Twenty-sixth DAY OF August, 15

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

*Suzanne Holbrook*  
Suzanne HOLBROOK  
Notary Public - State of Illinois  
My Commission Expires May 2017  
NOTARY PUBLIC

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – VILLAGE-WIDE FALL BRUSH COLLECTION PROGRAM:  
October 12<sup>th</sup> thru October 16<sup>th</sup> , 2015**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

September 14, 2015

- Discussion Only
- Approval of Staff Recommendation (for consideration by Village Board at a later date)
- Seeking Feedback
- Approval of Staff Recommendation (for immediate consideration by Village Board)
- Regular Report
- Report/documents requested by Committee

**BACKGROUND**

This past Spring, the Village's EAB abatement tree contractor, Pessina Tree Service, completed the Village-wide brush collection program. The program included curb-side collection of piled brush throughout town. Afterwards, the resulting chips were ground to a usable mulch and made available to residents.

The Fall program will also consist of a curb-side chipping program, with the resulting chips hauled away. Staff has solicited proposals from two (2) landscape maintenance contractors:

| VENDOR                    | COST                         |
|---------------------------|------------------------------|
| Mario's Tree Service      | \$160.00/hr./crew - \$12,800 |
| Pessina Tree Service, LLC | \$118.75/hr./crew - \$9,500  |

Pessina Tree Service, LLC continues to offer the low proposal of \$118.75/hour/crew to perform this program. Therefore, the estimated cost of the Spring program would be \$9,500 (two crews working 40 hours each).

Pessina Tree Service, LLC has worked in the Village during the last two (2) years in completing our Emerald Ash Borer (EAB) abatement program. Their quality of work is acceptable, and they have been responsive to resident concerns. They have also recently completed the Spring brush collection program.

**STAFF RECOMMENDATION**

Staff would recommend that the proposal submitted by Pessina Tree Service, LLC in the amount of \$118.75/hr. per chipping crew be accepted to perform the Village-wide Spring Brush Collection Program. A resolution accepting the proposal will be placed on the agenda for the September 28, 2015 regular meeting of the Village Board. The Fall Brush Program would be scheduled to occur the week of October 12th thru October 16th, 2015.

Date: 9/2/2015

Proposal

Proposal #: 2250

Pessini Tree Service, LLC

45W520 Jeter Road  
Big Rock, IL 60511

Office: 630-556-3985 Fax: 630-556-4543

Call: 630-417-4714

Email: pessinatreeservice@yahoo.com

RECEIVED

SEP --2 2015

VILLAGE OF  
WILLOWBROOK

|   |  |   |                        |
|---|--|---|------------------------|
| Name / Address  |  | Work To Be Performed At: Fall brush pick-up |                        |
| Village of Willowbrook<br>835 Midway Drive<br>Willowbrook, IL 60527<br>Attn: AJ Passero   |  | Customer Email:                             | Customer Phone Number: |
|   |  | apassero@willowbrook.il.us                  | 630-514-3529           |
| Description   |  |   |                        |
| Fall brush pick-up  |  |   |                        |
| <p>IF YOU WOULD LIKE US TO PERFORM THE WORK PLEASE CONTACT<br/>OFFICE FOR SCHEDULING and then PLEASE SIGN AND RETURN A COPY VIA<br/>MAIL, E-MAIL, OR FAX.</p> |  |   |                        |
| <p><i>2250 - Village of Willowbrook - Willowbrook</i></p>   |  |   | Total: \$9,500.00      |

NO TRAIL CUTTING OR REMOVAL WITHIN 20 FT. OF POWER LINES PER CODE.

All materials guaranteed to be specific, and the above work to be performed in accordance with drawings and specifications submitted for the above work, and completed in a substantial and workable manner for the above item and with payments to be made as follows, upon completion of job.

Respectfully Submitted: Dale Pessina

Please print clearly, specifications, quantities, materials, and dates, and please include a check or money order for the amount of the work. Payment should be made to the address above. If you are a government agency, please include the name of the agency. Please return this form to the address above. Thank you for your business and we look forward to working with you.

Customer Acceptance Signature & Date: \_\_\_\_\_

RECEIVED

AUG 26 2015

VILLAGE OF  
WILLOWBROOK

# Mario's Tree Service

## Proposal

P.O. Box 234  
Addison IL 60101  
(630) 624 - 9894

August 25, 2015

**Bill to:**

The Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-323-8215  
Contact: Andrew Passero

---

Fall Brush Pick Up

Dates of Service 10/12/2014 - 10/16/2014

2 crews (2 men crew) \$160/hrly / Per Crew

\$12,800.00

**Proposal Accepted**

**X**

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**Thank You!**

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – Architectural Services Agreement, Police Station  
Building Renovation – Williams Architects**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

September 14, 2015

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Discussion Only | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)             |
| <input type="checkbox"/> Seeking Feedback           | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Regular Report             | <input type="checkbox"/> Report/documents requested by Committee   |

**BACKGROUND**

Phase II of the Village Master Facilities Plan includes the renovation of the 7760 Quincy Street building to serve entirely as the Village police station. This project will also include a sally port addition on the south side of the existing building, along with site alteration work. The civil engineering portion of the Phase II work will be completed by Christopher B. Burke Engineering, Ltd. The remainder of the work will be completed by the project architect, Williams Architects.

**REQUEST FOR FEEDBACK**

A proposal for architectural services to complete the Phase II work was submitted by Williams Architects. The proposal was reviewed by Chairman Mistele, Administrator Halik, and Attorney Tom Bastian. A full itemization of services is included within the agreement, but generally includes:

- 1) Basic Service: The preparation of full project construction documents, based upon the conceptual design approved by the Village Board on February 23, 2015.
- 2) The preparation of all documents necessary to complete the public bidding of the project.
- 3) Attendance at meetings between the Village, civil engineer and others to coordinate the civil plan into the bidding documents.
- 4) Construction administration of the project once the Board awards a contract to the lowest qualified bidder.
- 5) Interior Design Services (\$22,000)

The Williams Architect proposal includes the completion of items 1 - 4 above for a fee of 8.5% of the final construction cost of the project. At an estimated \$2 M project cost, and excluding site work from the fee calculation, the fee would calculate to \$153,000. An item 5 above, which is deemed necessary to the project, would be completed by Williams for an additional fee of \$22,000. Therefore, the overall architectural fee for this project would be \$175,000 (8.75% of the project construction budget). Funds for this item would be expended from the FY 2015/16 L.A.F.E.R. Fund budget, which were obtained from the bond sale which occurred in April of this year.

**STAFF RECOMMENDATION**

Staff recommends that the proposed agreement with Williams as presented be authorized by the Committee.

**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 14th day of September in the year Two Thousand Fifteen (2015)  
*(In words, indicate day, month and year)*

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

Village of Willowbrook  
835 Midway Drive  
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. 2014-052  
*(Include detailed description of Project)*

Design of renovations and addition to the Village owned building at 7760 South Quincy Street, Willowbrook, IL 60527 into the Village Police Department Facility

The Owner and Architect agree as follows:



**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 dated 23 February 2015 provided by Williams Architects (see attached Exhibit A).

**§ 1.1.2 PROJECT PARAMETERS**

§ 1.1.2.1 The objective or use is:  
*(Identify or describe, if appropriate, proposed use or goals.)*

Renovation and addition to the existing building located at 7760 South Quincy Street into the Village Police Department Facility.

§ 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 12,878 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 23 February 2015 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 range of \$2,410,823 to 3,003,774
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: See Planning Project Budget dated 17 February 2015

§ 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                  | 6 Weeks         |
| Cost Estimate                     | 2 Weeks         |
| Owner Approval                    | T B D           |
| Design Development                | 8 Weeks         |
| Cost Estimate                     | 3 Weeks         |
| Owner Approval                    | T B D           |
| Construction Documents            | 12 Weeks        |
| Quality Assurance & Cost Estimate | 3 Weeks         |
| Owner Approval                    | T B D           |
| Bidding                           | 3 Weeks         |

Contracts / Approval 3 Weeks  
Estimated 2 phase Construction 44 Weeks

§ 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 an early bid release for demolition and then one set of bidding documents and two construction phases.

§ 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
- j Furniture & Signage Design: Owner to designate

§ 1.1.3.4 The Architect's Designated Representative is:  
(List name, address and other information.)

Mark S. Bushhouse  
Scott Lange  
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  
Structural Engineer Johnson Wilbur Adams or W-T Engineering  
Mechanical Engineer W-T Engineering  
Electrical Engineer W-T Engineering

Plumbing Engineer W-T Engineering  
Fire Suppression Engineer W-T Engineering

§ 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.

All Owner / Architect meetings to be held at the offices of the Architect, except for Board meetings and construction phase site meetings between Owner / Architect and Contractors, from the start of these services.

§ 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 2007 edition of the AIA 201 revised as mutually agreed and amended 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 excluding change orders in excess of twenty-five hundred (\$2,500.00) dollars which shall be approved by the corporate authorities of the Owner. 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 in conjunction with Architect, 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 may reasonably necessary when 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 and Constructor'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 or reasonably should have become aware of any errors, omissions or inconsistencies in such services or information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware or reasonably should have become 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 General Contractor 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 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 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. However, the owner recognizes that many of the details and design features are standard in the industry, and therefore, cannot be copyrighted by the architect, nor can the architect assign the copyrights for such work to the owner. 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 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. The Owner acknowledges that the Instruments of Service are Project specific and are not intended for reuse on other project. In the event that the Owner uses the Instruments of Service for any purposes in connection with another project or for an addition, alteration or expansion of the Project without the involvement of the Architect, the Owner releases the Architect from any and all liability associated with such uses set forth herein, ~~and the Owner shall defend, indemnify and hold harmless the Architect from any claims, damages, demands, suit, liabilities, losses and expenses, including reasonable attorney's fees, arising from such uses of the Instruments of Service without the involvement of the Architect.~~

§ 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.

§ 1.3.2.4 ~~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 to the Owner. 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 except for the three (3) such meetings included;
- .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 be subject to mediation as a condition precedent to ~~arbitration~~ or 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 ~~arbitration~~ litigation.

~~§ 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.~~

§ 1.3.4.2 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 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.~~

**§1.3.4.3** 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

### **§ 1.3.5 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 State of Illinois. 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 by the Owner, however, any changes that would materially affect the Architect's Services must be approved by the Architect. 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 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.

~~§ 1.3.8.1 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 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.

~~§ 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 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.

~~§ 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 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 and the cost of correcting deficiencies in the Architect's services and 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 in accordance with applicable law.

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.

~~§ 1.3.8.4 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 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.

~~§ 1.3.8.5 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 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.

~~§ 1.3.8.6 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~~ Invoices for the 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.~~

**§1.3.9.1.1. 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** 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 with prior Owner written approval.

**§ 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 delivered to the Owner or the Owner's authorized representative ~~at mutually convenient times~~ with the invoices.

**§ 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

**.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. Any rejection of the Architect's insurance carriers shall be communicated by the Owner to the Architect before the time of Agreement execution. 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 performance of services 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.

## **.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, and independent contractor's personal injury liability. 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.** The Architect shall provide written notice to the Owner if its coverage is suspended, voided, canceled, or reduced in limits by certified mail, return receipt requested.

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, and employees as additional insureds, and with original endorsements affecting coverage required by this clause as set forth above Section 4 (C). 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 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.

~~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 Standard of Care Disclaimer of 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 negligent errors or omissions 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** The Architect shall maintain without interruption the following insurance for the duration of this Agreement, except that professional liability coverage shall be maintained for four (4) years following the date of substantial completion of construction of the Project.

**§1.4.2.6.3 Deleted.**

**§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 (if both the Owner and Architect are on the same side of the issue), indemnify, keep and hold save harmless, the Owner and its board members, officers, and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including reasonable attorneys' fees to the extent caused by a negligent act, error or omission or ~~wrongful~~ 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, 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 or ~~wrongful~~ 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. 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.

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 may 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

If the Owner may chooses 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 Section 1.4.2.10, 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 its consultants may recommend to the Owner to reject work performed for the Owner that 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 low voltage, 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 Architect 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 8.5% of the cost of the work, including 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's building construction budget of \$1,800,000, this would equal \$153,000. Minimum fee to be \$145,000.00

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

|                                   |                            |
|-----------------------------------|----------------------------|
| Schematic Design Phase            | Ten Percent (10%)          |
| Design Development Phase          | Fourteen Percent (14%)     |
| Construction Documents Phase      | Forty-four Percent (44%)   |
| Bidding and Negotiations Phase    | Four Percent (4%)          |
| Construction Administration Phase | Twenty-eight Percent (28%) |
| Total for all Phases              | One Hundred Percent (100%) |

- c. Architect shall provide square foot based estimates for Schematic Design, Design Development and Construction Documents phases as a part of basic services. Owner understands that the Architect will not be providing detailed cost estimating based upon unit take-offs.

- d. Interiors: Interior design, including selection of all the interior materials' finishes, colors and patterns is a lump sum of Twenty-Two Thousand Dollars (\$22,000.00)

~~e 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 Nineteen Thousand Dollars (\$19,000.00)~~

f Assist owner in their QBS process to prequalify a group of General Contractors. The Architect will assist the Owner in preparing the RFQ (with the Village's attorney) to solicit Qualifications Statements from interested General Contractors. Work with the Owner to evaluate, rank and select the group of General Contractors that would be allowed to bid on the Project. Advise the Owner as the Owner selects and negotiates with the chosen General Contractor.

Lump Sum Fee: Three Thousand Five Hundred Dollars (\$3,500.00)

~~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                | \$ | 202.00/Hour |
| Principal I                 | \$ | 185.00/Hour |
| Associate Principal         | \$ | 172.00/Hour |
| Senior Project Manager      | \$ | 170.00/Hour |
| Senior Associate            | \$ | 166.00/Hour |
| Associate / Project Manager | \$ | 151.00/Hour |
| Architect III               | \$ | 134.00/Hour |
| Architect II                | \$ | 123.00/Hour |
| Architect I                 | \$ | 111.00/Hour |
| Project Coordinator IV      | \$ | 101.00/Hour |
| Project Coordinator III     | \$ | 92.00/Hour  |
| Project Coordinator II      | \$ | 79.00/Hour  |
| Project Coordinator I       | \$ | 68.00/Hour  |
| Project Technician II       | \$ | 51.00/Hour  |
| Project Technician I        | \$ | 41.00/Hour  |
| Aquatic Engineer II         | \$ | 159.00/Hour |
| Aquatic Engineer I          | \$ | 121.00/Hour |
| Marketing Coordinator       | \$ | 149.00/Hour |
| Graphics Coordinator        | \$ | 108.00/Hour |

|                             |    |             |
|-----------------------------|----|-------------|
| Accounting                  | \$ | 143.00/Hour |
| Secretarial                 | \$ | 101.00/Hour |
| Clerical                    | \$ | 72.00/Hour  |
| Director of Interior Design | \$ | 136.00/Hour |
| Interior Designer V         | \$ | 106.00/Hour |
| Interior Designer IV        | \$ | 88.00/Hour  |
| Interior Designer III       | \$ | 70.00/Hour  |
| Interior Designer II        | \$ | 58.00/Hour  |
| Interior Designer I         | \$ | 42.00/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 \$17,000.

§ 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 (50 ILCS 500/1 et seq)~~ ~~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.)*

*(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, any agreed upon 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**

**VILLAGE OF WILLOWBROOK**

**ARCHITECT**

**WILLIAMS ARCHITECTS, LTD.**

---

*(Signature)*

[Redacted Signature]

---

*(Printed name and title)*

---

*(Signature)*

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

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*(Printed name and title)*

**AIA Document B141 – 1997 Part 2**  
Standard Form of Agreement Between Owner and Architect  
with Standard Form of Architect's Services

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

Village of Willowbrook  
835 Midway Drive  
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. 2014-052  
*(Include detailed description of Project)*

Design of renovations and addition to the Village owned building at 7760 South Quincy Street, Willowbrook, IL 60527 into the Village Police Department Facility

**TABLE OF ARTICLES**

- 2.1 PROJECT ADMINISTRATION SERVICES**
- 2.2 SUPPORTING SERVICES**
- 2.3 EVALUATION AND PLANNING SERVICES**
- 2.4 DESIGN SERVICES**
- 2.5 CONSTRUCTION PROCUREMENT SERVICES**
- 2.6 CONTRACT ADMINISTRATION SERVICES**
- 2.7 FACILITY OPERATION SERVICES**
- 2.8 SCHEDULE OF SERVICES**
- 2.9 MODIFICATIONS**

**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 meetings, 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 and Owner 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 reasonable 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.

§ 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. 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 upon written approval of Owner.

§ 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, as an additional fee, 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 to date 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~~ The Architect shall furnish, with the Owner's input and with the Owner's mutual agreement, 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. 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 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. 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.

## ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal ~~interior design~~ 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 mutually agreed upon program, schedule and budget for the cost of the work. 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 shall include bidding requirements and sample forms.

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

§ 2.5.1 The Architect shall assist the Owner in obtaining competitive bids and shall assist the Owner in awarding and preparing contracts for construction.

~~2.5.2 The General Contractor 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 and recommend 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.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to the selected, pre-qualified General Contractors. 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 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 Unless otherwise directed by the Owner, 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 General 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 90 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 five (0510) 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 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, 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.

§2.6.2.2.1 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.

§ 2.6.2.3 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 General Contractor and Sub-Contractors and shall issue Certificates for Payment in such amounts. Architect shall not, however, forward such certifications to General 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 General 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 six twelve (12 6) 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 shall not exceed be twelve (12) 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 in writing, 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.

§2.6.5.5 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 The Architect shall conduct inspections and 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. 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.

§ 2.6.6.2 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 No later than 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 five ten (105) 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 interior designer, and structural, mechanical, plumbing, and electrical engineers to visit the site two (2) 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 ten (10) months included.

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

Description of Services.

*(Insert descriptions of the services designated.)*

| Services                                       | Responsibility (Architect, Owner or Not Provided) | Location of Service Description |
|--|---|---------------------------------|
| .1 <b>Programming</b>                          | Completed   | N/A                             |
| .2 <b>Land Survey Services</b>                 | Owner   | TBD                             |
| .3 <b>Geotechnical Services</b>                | Owner   | TBD                             |
| .4 <b>Space Schematics / Flow Diagrams</b>     | N/A   | N/A                             |
| .5 <b>Existing Facilities Surveys</b>          | Architect & Surveyor                              | Project Site                    |
| .6 <b>Economic Feasibility Studies</b>         | N/A   | N/A                             |
| .7 <b>Site Analysis and Selection</b>          | N/A   | N/A                             |
| .8 <b>Environmental Studies and Reports</b>    | Owner   | TBD                             |
| .9 <b>Owner – Supplied Data Coordination</b>   | Owner   | Owner                           |
| .10 <b>Schedule Development and Monitoring</b> | Architect   |                                 |

|     |                                |              |         |
|-----|--------------------------------|--------------|---------|
| .11 | Civil Design                   | Owner        |         |
| .12 | Landscape Design               | Owner        |         |
| .13 | Interior Design                | Architect    | 1.5.1.d |
| .14 | Special Bidding or Negotiation | Owner        |         |
| .15 | Value Analysis                 | Not Provided | N/A     |
| .16 | Detailed Cost Estimating       | Architect    | 1.5.1.c |
| .17 | On-Site Project Representation | Constructor  |         |
| .18 | Construction Management        | Constructor  |         |
| .19 | Start-Up Assistance            | Constructor  |         |
| .20 | Record Drawings                | Contractors  |         |
| .21 | Post-Contract Evaluation       | Architect    | 2.7.2   |
| .22 | Tenant Related Services        | Not Provided |         |

**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:

§2.9.1.2 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**

§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.

**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)*



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

## MONTHLY REPORT

### MUNICIPAL SERVICES DEPARTMENT

Permits issued for the month of August, 2015

#### Mayor

Frank A. Trilla

#### Village Clerk

Leroy R. Hansen

#### Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

#### Village Administrator

Tim Halik

#### Chief of Police

Mark Shelton

|                     |   |
|---------------------|---|
| Alarm System        | 3 |
| Catch Basin Repairs | 1 |
| Concrete            | 2 |
| Dock Lifts          | 1 |
| Interior Demolition | 1 |
| Kitchen Remodel     | 1 |
| Parking Lot         | 1 |
| Patio               | 1 |
| Patio Door          | 1 |
| Paver Patio         | 2 |
| Remodel             | 1 |
| Reoccupancy         | 3 |
| Roof                | 9 |
| Sealcoat            | 2 |
| SFR                 | 1 |
| Tenant Improvement  | 1 |
| Waterheater         | 1 |
| Window Replacement  | 2 |

TOTAL 34

|                                     |   |
|-------------------------------------|---|
| Final Certificates of Occupancy     | 1 |
| Temporary Certificates of Occupancy | 1 |

|  |            |
|--|------------|
| Permit Revenue for August, 2015                        | 15,150.56  |
| Total Revenue Collected for Fiscal Year To Date        | 67,107.85  |
| Total Budgeted for Fiscal Year 2015/16                 | 200,000.00 |
| Total Percentage of Budgeted Revenue Collected to Date | 33.55      |

Respectfully submitted,

Timothy Halik  
Village Administrator

TH/jp



Proud Member of the  
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2015/16

| MONTH                                       | CURRENT FISCAL YEAR | PRIOR FISCAL YEAR |
|---|---------------------|-------------------|
| MAY   | \$ 11,447.58        | \$ 12,317.12      |
| JUNE  | \$ 21,083.13        | \$ 8,573.76       |
| JULY  | \$ 19,426.58        | \$ 15,008.48      |
| AUGUST                                      | \$ 15,150.56        | \$ 8,890.90       |
| SEPTEMBER                                   |                     | \$ 44,003.58      |
| OCTOBER                                     |                     | \$ 36,457.55      |
| NOVEMBER                                    |                     | \$ 4,709.37       |
| DECEMBER                                    |                     | \$ 52,874.78      |
| JANUARY                                     |                     | \$ 17,590.14      |
| FEBRUARY                                    |                     | \$ 23,298.46      |
| MARCH                                       |                     | \$ 110,947.28     |
| APRIL                                       |                     | \$ 20,097.94      |
| COLLECTED REVENUE                           | \$ 67,107.85        | \$ 354,769.36     |
| BUDGETED REVENUE                            | \$ 200,000.00       | \$ 175,000.00     |
| REVENUES COLLECTED-<br>(OVER)/UNDER BUDGET  | 67,107.85           | (179,769.36)      |
| PERCENTAGE OF BUDGETED<br>REVENUE COLLECTED | 33.55               | 202.73            |

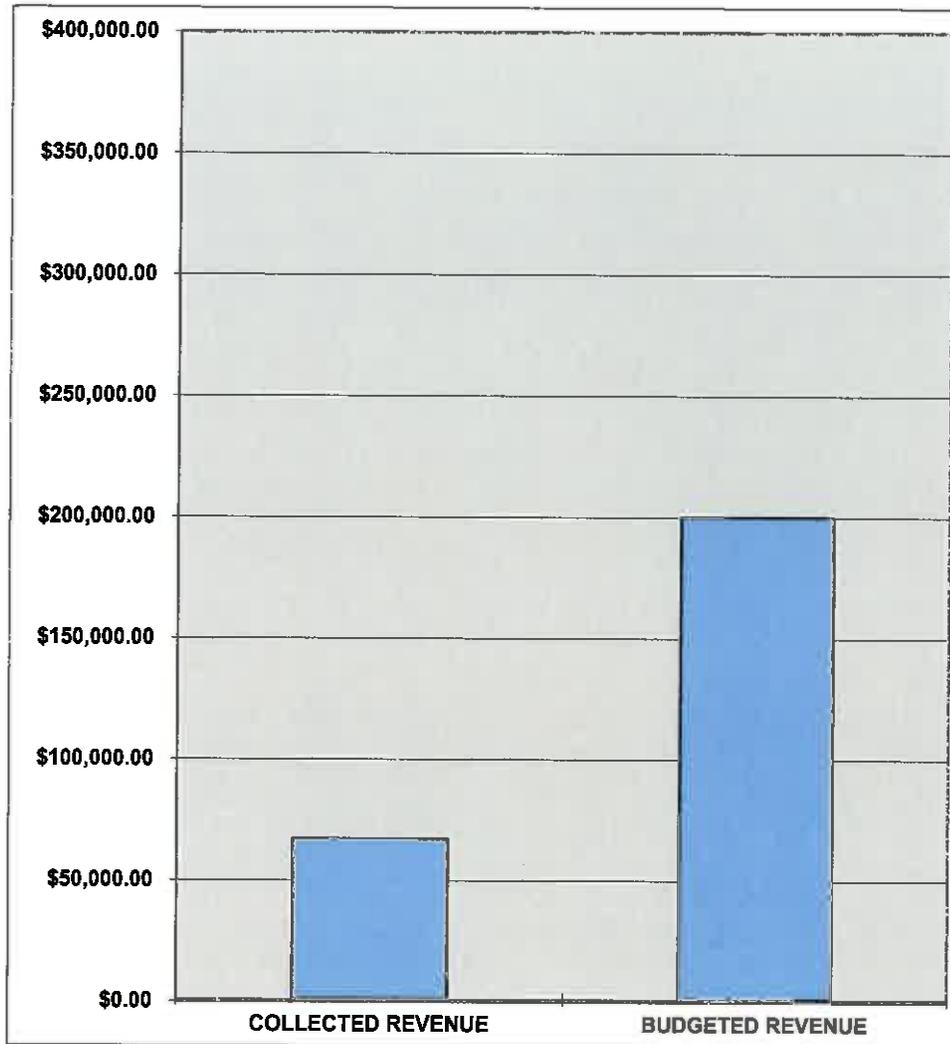
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

|                   | Fiscal Year 15/16 | Fiscal Year 14/15 |
|-------------------|-------------------|-------------------|
| COLLECTED REVENUE | \$ 67,107.85      | \$ 354,769.36     |
| BUDGETED REVENUE  | \$ 200,000.00     | \$ 175,000.00     |

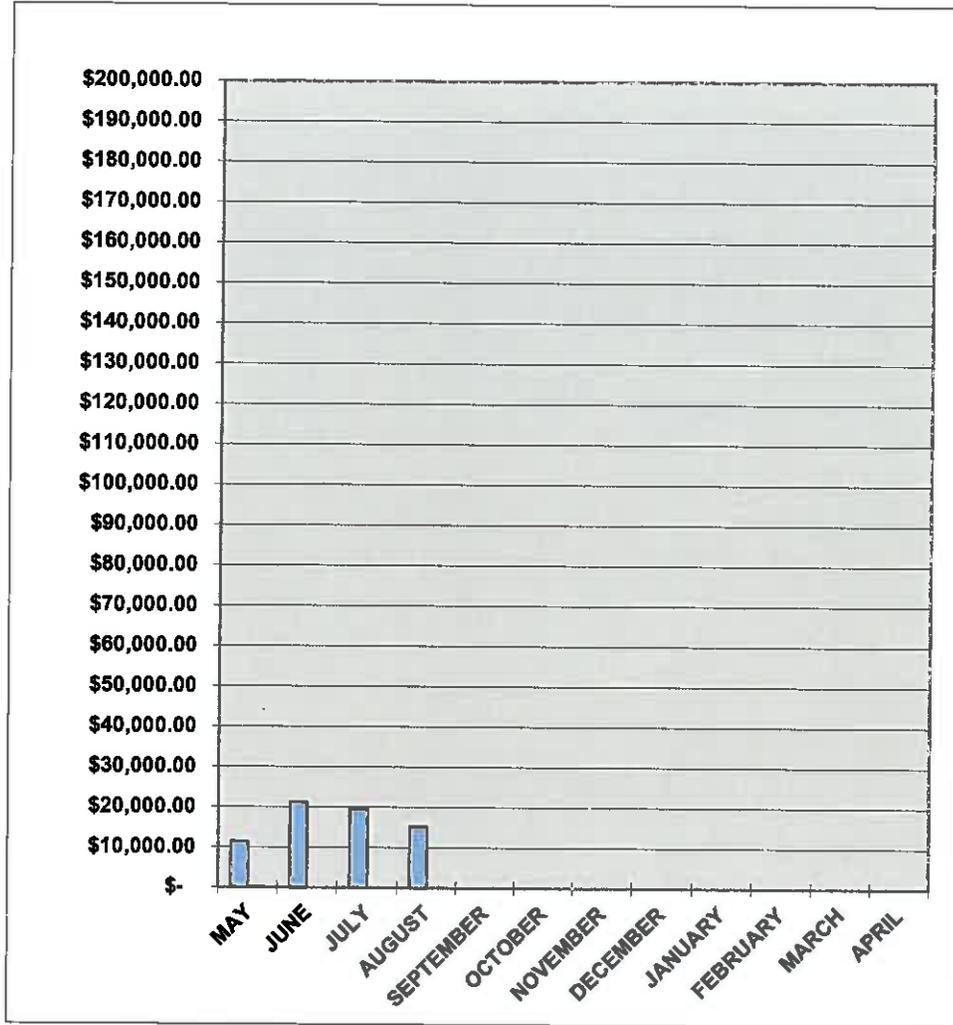
# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



**2015**

| Permit | Date Issued: | Name:                  | Address:                  | Permit Purpose:     | Business Name:         | Fee:         | RES / COMM: | Date Released: |
|--------|--------------|------------------------|---------------------------|---------------------|------------------------|--------------|-------------|----------------|
| 15-303 | 08/24/15     | Miwon                  | 669 Executive Drive       | Alarm System        | Miwon                  | \$ 50.00     | C           | 08/24/15       |
| 15-265 | 08/26/15     | Georgenia Kalinowski   | 200 Sunset Ridge Road     | Alarm System        |                        | \$ 50.00     | R           | 08/26/15       |
| 15-258 | 08/26/15     | Whole Foods            | 6300 Kingery              | Alarm System        | Whole Foods            | \$ 100.00    | C           | 08/26/15       |
| 15-270 | 08/07/15     | Community Bank         | 6262 Kingery              | Catch Basin Repairs | Community Bank         | \$ 100.00    | C           | 08/07/15       |
| 15-281 | 08/07/15     | Michael Brazee         | 6537 Quincy               | Concrete            |                        | \$ 100.00    | R           | 08/07/15       |
| 15-276 | 08/24/15     | Subash Kothari         | 7736 Cherry Tree Lane     | Concrete            |                        | \$ 125.00    | R           | 08/24/15       |
| 15-267 | 08/07/15     | Whole Foods            | 6300 Kingery              | Dock lifts          | Whole Foods            | \$ 800.00    | R           | 08/07/15       |
| 15-269 | 08/07/15     | Melissa Smith          | 501 Plainfield Road       | Interior Demolition | Walgreens              | \$ 50.00     | C           | 08/07/15       |
| 15-297 | 08/26/15     | Elevera Tumbgarello    | 6340 Americana Dr #219    | Kitchen Remodel     |                        | \$ 225.00    | R           | 08/26/15       |
| 15-283 | 08/19/15     | Ken Smallwood          | 305-341 75th Street       | Parking Lot         | Mid-America Asset      | \$ 300.00    | C           | 08/07/15       |
| 15-263 | 08/07/15     | Gary Maaron            | 7819 Blackberry Lane      | Patio               |                        | \$ 50.00     | R           | 08/07/15       |
| 15-234 | 08/07/15     | Jeanne Carlson         | 7205 Birchwood Ct         | Patio Door          |                        | \$ 75.00     | R           | 08/07/15       |
| 15-302 | 08/26/15     | Joanna Lutz            | 318 Hiddenbrook Lane      | Paver patio         |                        | \$ 50.00     | R           | 08/26/15       |
| 15-299 | 08/26/15     | Ken Carson             | 7825 Brookbank            | Paver patio         |                        | \$ 50.00     | R           | 08/26/15       |
| 15-277 | 08/07/15     | Lake Hinsdale Village  | 601 Lake Hinsdale         | Remodel             |                        | \$ 528.34    | R           | 08/07/15       |
| 15-286 | 08/07/15     | Future Path Trading    | 621 Plainfield Road       | Reoccupancy         | Future Path Trading    | \$ 200.00    | C           | 08/07/15       |
| 15-252 | 08/07/15     | Sound Distribution     | 691 Executive             | Reoccupancy         | Sound Distribution     | \$ 200.00    | C           | 08/07/15       |
| 15-274 | 08/24/15     | Impact Office Interior | 7810 Quincy Street        | Reoccupancy         | Impact Office Interior | \$ 200.00    | C           | 08/24/15       |
| 15-292 | 08/24/15     | Noel Valenti           | 5902 Bentley              | Roof                |                        | \$ 35.00     | R           | 08/24/15       |
| 15-266 | 08/26/15     | S. Nuellen             | 7702 Eleanor              | Roof                |                        | \$ 35.00     | R           | 08/26/15       |
| 15-294 | 08/26/15     | T. Freking             | 421 Creekside             | Roof                |                        | \$ 35.00     | R           | 08/26/15       |
| 15-291 | 08/26/15     | T. Owens               | 6230 Squire Lane          | Roof                |                        | \$ 35.00     | R           | 08/26/15       |
| 15-285 | 08/26/15     | Lake Hinsdale Village  | 77 Lake Hinsdale          | Roof                |                        | \$ 50.00     | R           | 08/26/15       |
| 15-261 | 08/26/15     | A. Weissenburger       | 6501 Bentwood             | Roof                |                        | \$ 35.00     | R           | 08/26/15       |
| 15-288 | 08/26/15     | Lake Hinsdale Village  | 301 Lake Hinsdale Village | Roof                |                        | \$ 35.00     | R           | 08/26/15       |
| 15-293 | 08/26/15     | Ken Smallwood          | 305-341 75th Street       | Roof                |                        | \$ 50.00     | R           | 08/26/15       |
| 15-296 | 08/26/15     | The Knolls             | 6170-6176 Knoll Lane      | Roof                |                        | \$ 300.00    | R           | 08/26/15       |
| 15-268 | 08/07/15     | Adolf Funeral Home     | 7000 S. Madison           | Roof                |                        | \$ 50.00     | R           | 08/26/15       |
| 15-271 | 08/24/15     | Lynn Colby             | 6262 Kingery              | Sealcoat            | Community Bank         | \$ 300.00    | R           | 08/07/15       |
| 15-287 | 08/07/15     | Henry Carrillo         | 7627 Virginia Ct          | Sealcoat            |                        | \$ 75.00     | C           | 08/24/15       |
| 15-279 | 08/24/15     | Metro Chicago Mgmt.    | 7630 Plaza Ct.            | SFR                 | Metro Chicago Mgmt.    | \$ 11,451.92 | R           | 08/07/15       |
| 15-290 | 08/26/15     | H. Mikowski            | 7723 Brookbank            | Tenant Improvement  |                        | \$ 24.48     | C           | 08/24/15       |
| 15-273 | 08/07/15     | Trang Rose             | 6617 Wedgewood Ln         | Waterheater         |                        | \$ 50.00     | R           | 08/26/15       |
| 15-272 | 08/24/15     | Daniel Jeske           | 6327 Wesley Road          | Window Replacement  |                        | \$ 75.00     | R           | 08/07/15       |
|        |              |                        |                           | Window Replacement  |                        | \$ 75.00     | R           | 08/24/15       |

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR AUGUST, 2015

PAGE: 1

| ACCT. NO.                     | DESCRIPTION                    | RECEIVED THIS MONTH | RECEIVED THIS YEAR | BUDGET AMOUNT | PERCENT COLLECTED | BUDGET REMAINING |
|-------------------------------|--------------------------------|---------------------|--------------------|---------------|-------------------|------------------|
| <u>GENERAL CORPORATE FUND</u> |                                |                     |                    |               |                   |                  |
| <u>Operating Revenue</u>      |                                |                     |                    |               |                   |                  |
| <u>Property Taxes</u>         |                                |                     |                    |               |                   |                  |
| 01-310-101                    | PROPERTY TAX LEVY-SRA          | 1,171.16            | 28,922.83          | 73,181.00     | 39.52             | 44,258.17        |
| 01-310-102                    | PROPERTY TAX LEVY-RD & BRIDGE  | 1,632.30            | 40,055.00          | 101,938.00    | 39.29             | 61,883.00        |
| 01-310-103                    | PRIOR YEAR TAX COLL            | 0.00                | 0.00               | 0.00          | 0.00              | 0.00             |
| *TOTAL                        | Property Taxes                 | 2,803.46            | 68,977.83          | 175,119.00    | 39.39             | 106,141.17       |
| <u>Other Taxes</u>            |                                |                     |                    |               |                   |                  |
| 01-310-201                    | MUNICIPAL SALES TAX            | 328,251.61          | 1,150,015.10       | 3,600,000.00  | 31.94             | 2,449,984.90     |
| 01-310-202                    | ILLINOIS INCOME TAX            | 63,573.45           | 354,469.24         | 634,095.00    | 55.90             | 279,625.76       |
| 01-310-203                    | AMUSEMENT TAX                  | 4,840.57            | 23,537.53          | 69,984.00     | 33.63             | 46,446.47        |
| 01-310-204                    | REPLACEMENT TAX                | 34.70               | 383.47             | 1,220.00      | 31.43             | 836.53           |
| 01-310-205                    | UTILITY TAX                    | 34,315.10           | 262,424.75         | 1,075,000.00  | 24.41             | 812,575.25       |
| 01-310-207                    | TELECOMMUNICATION LEASE        | 0.00                | 0.00               | 0.00          | 0.00              | 0.00             |
| 01-310-208                    | PLACES OF EATING TAX           | 43,155.00           | 175,398.51         | 460,000.00    | 38.13             | 284,601.49       |
| 01-310-209                    | WATER TAX                      | 15,223.17           | 54,472.00          | 165,800.00    | 32.85             | 111,328.00       |
| 01-310-210                    | WATER TAX - CLARENDON WATER CO | 0.00                | 275.05             | 1,000.00      | 27.51             | 724.95           |
| *TOTAL                        | Other Taxes                    | 489,393.60          | 2,020,975.65       | 6,007,099.00  | 33.64             | 3,986,123.35     |
| <u>Licenses</u>               |                                |                     |                    |               |                   |                  |
| 01-310-301                    | VEHICLE LICENSES               | 0.00                | 0.00               | 0.00          | 0.00              | 0.00             |
| 01-310-302                    | LIQUOR LICENSES                | 0.00                | 3,000.00           | 60,500.00     | 4.96              | 57,500.00        |
| 01-310-303                    | BUSINESS LICENSES              | 475.00              | 4,672.50           | 82,000.00     | 5.70              | 77,327.50        |
| 01-310-305                    | VENDING MACHINE                | 0.00                | 15.00              | 2,000.00      | 0.75              | 1,985.00         |
| 01-310-306                    | SCAVENGER LICENSES             | 0.00                | 0.00               | 6,000.00      | 0.00              | 6,000.00         |
| *TOTAL                        | Licenses                       | 475.00              | 7,687.50           | 150,500.00    | 5.11              | 142,812.50       |
| <u>Permits</u>                |                                |                     |                    |               |                   |                  |
| 01-310-401                    | BUILDING PERMITS               | 15,150.56           | 67,107.85          | 200,000.00    | 33.55             | 132,892.15       |
| 01-310-402                    | SIGN PERMITS                   | 0.00                | 714.26             | 5,000.00      | 14.29             | 4,285.74         |
| 01-310-403                    | OTHER PERMITS                  | 0.00                | 90.00              | 500.00        | 18.00             | 410.00           |
| 01-310-404                    | COUNTY BMP FEE                 | 1,599.00            | 1,599.00           | 2,000.00      | 79.95             | 401.00           |
| *TOTAL                        | Permits                        | 16,749.56           | 69,511.11          | 207,500.00    | 33.50             | 137,988.89       |
| <u>Fines</u>                  |                                |                     |                    |               |                   |                  |
| 01-310-501                    | CIRCUIT COURT FINES            | 10,807.24           | 45,894.12          | 120,000.00    | 38.25             | 74,105.88        |
| 01-310-502                    | TRAFFIC FINES                  | 1,658.33            | 7,003.33           | 25,000.00     | 28.01             | 17,996.67        |
| 01-310-503                    | RED LIGHT FINES                | 8,025.00            | 113,530.00         | 540,000.00    | 21.02             | 426,470.00       |
| *TOTAL                        | Fines                          | 20,490.57           | 166,427.45         | 685,000.00    | 24.30             | 518,572.55       |

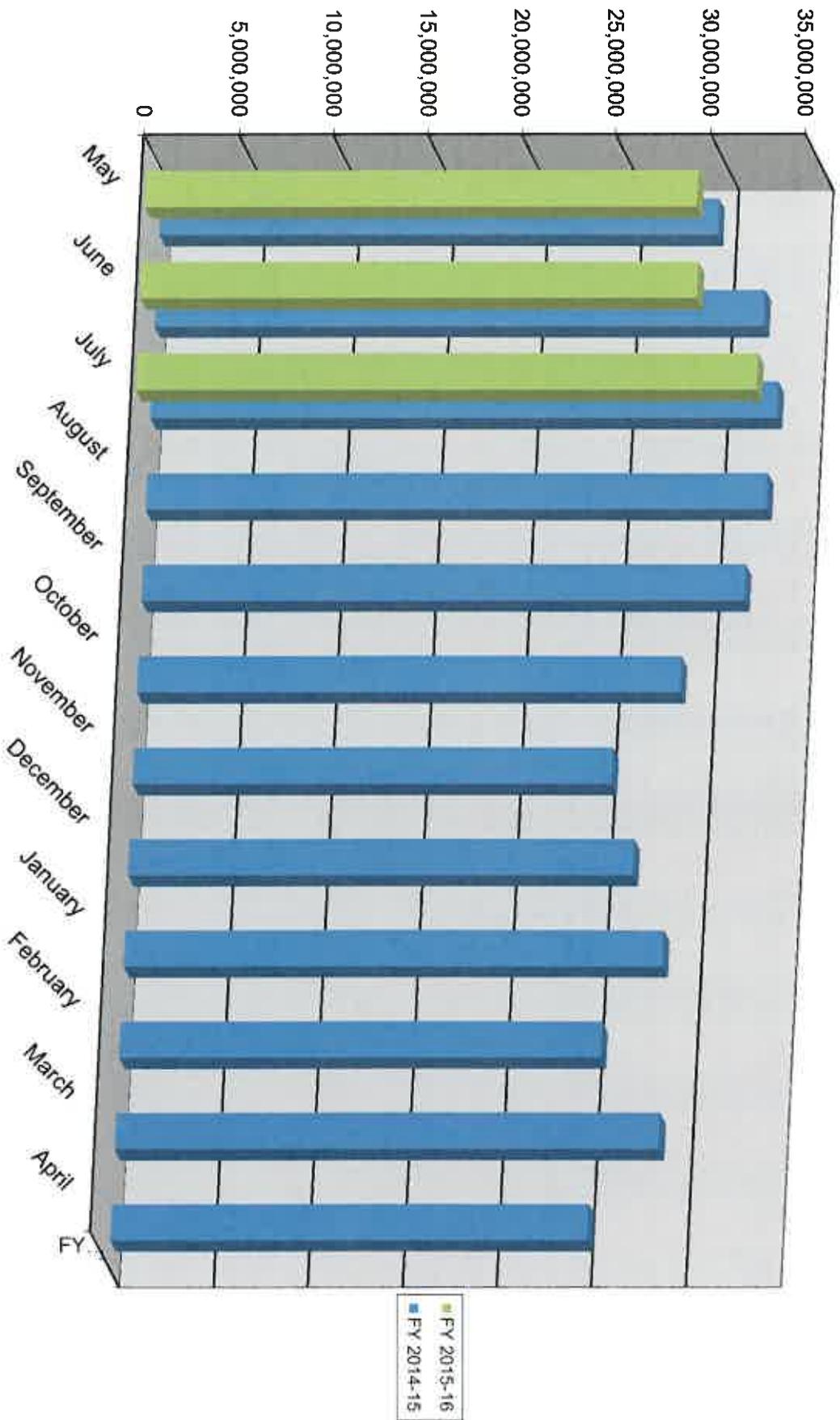
VILLAGE OF WILLOWBROOK - PUMPAGE REPORT  
TOTAL GALLONS PUMPED  
FY 2002/03 - FY 2015/16

| Month        | 2002-03            | 2003-04            | 2004-05            | 2005-06            | 2006-07            | 2007-08            | 2008-09            | 2009-10            | 2010-11            | 2011-12            | 2012-13            | 2013-14            | 2014-15            | 2015-16           |
|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| May          | 32,267,000         | 33,518,000         | 35,018,000         | 35,919,000         | 35,162,000         | 36,696,000         | 33,890,000         | 31,322,000         | 31,715,000         | 30,725,000         | 34,220,000         | 30,860,000         | 29,547,000         | 29,213,000        |
| June         | 38,911,000         | 38,691,000         | 35,447,000         | 48,511,000         | 42,471,000         | 43,700,000         | 33,817,000         | 32,087,000         | 31,799,000         | 32,620,000         | 44,635,000         | 31,512,000         | 32,193,000         | 29,447,000        |
| July         | 52,100,000         | 39,116,000         | 41,248,000         | 52,479,000         | 43,279,000         | 44,574,000         | 41,463,000         | 36,819,000         | 38,513,000         | 41,371,000         | 49,498,000         | 39,106,000         | 33,122,000         | 32,813,000        |
| August       | 44,167,000         | 40,433,000         | 41,059,000         | 47,861,000         | 41,114,000         | 38,778,000         | 43,017,000         | 38,516,000         | 38,745,000         | 35,639,000         | 40,272,000         | 41,448,000         | 32,796,000         |                   |
| September    | 40,838,000         | 36,275,000         | 39,658,000         | 43,906,000         | 32,998,000         | 42,013,000         | 33,418,000         | 34,331,000         | 33,992,000         | 32,273,000         | 33,657,000         | 35,737,000         | 31,869,000         |                   |
| October      | 33,128,000         | 31,667,000         | 33,765,000         | 35,009,000         | 31,937,000         | 34,612,000         | 30,203,000         | 28,919,000         | 33,789,000         | 29,892,000         | 30,283,000         | 29,226,000         | 28,728,000         |                   |
| November     | 28,560,000         | 28,260,000         | 30,106,000         | 29,515,000         | 29,153,000         | 29,847,000         | 28,054,000         | 26,857,000         | 28,125,000         | 27,138,000         | 27,535,000         | 28,446,000         | 25,364,000         |                   |
| December     | 30,503,000         | 29,133,000         | 32,786,000         | 31,086,000         | 30,102,000         | 31,435,000         | 29,568,000         | 28,931,000         | 29,257,000         | 28,643,000         | 27,863,000         | 29,847,000         | 26,710,000         |                   |
| January      | 30,343,000         | 29,602,000         | 31,223,000         | 29,411,000         | 30,340,000         | 32,444,000         | 29,383,000         | 28,123,000         | 28,401,000         | 28,846,000         | 28,427,000         | 31,265,000         | 28,505,000         |                   |
| February     | 27,216,000         | 28,755,000         | 26,768,000         | 27,510,000         | 29,078,000         | 29,470,000         | 26,629,000         | 25,005,000         | 24,988,000         | 26,635,000         | 24,308,000         | 29,230,000         | 25,484,000         |                   |
| March        | 29,488,000         | 30,315,000         | 30,025,000         | 29,905,000         | 30,362,000         | 31,094,000         | 28,408,000         | 27,945,000         | 27,909,000         | 28,911,000         | 27,862,000         | 29,917,000         | 28,779,000         |                   |
| April        | 29,845,000         | 29,350,000         | 29,478,000         | 30,452,000         | 29,468,000         | 30,239,000         | 27,193,000         | 27,793,000         | 27,145,000         | 34,220,000         | 27,514,000         | 28,101,000         | 25,255,000         |                   |
| <b>TOTAL</b> | <b>417,366,000</b> | <b>395,115,000</b> | <b>406,581,000</b> | <b>441,564,000</b> | <b>405,464,000</b> | <b>424,902,000</b> | <b>385,043,000</b> | <b>366,648,000</b> | <b>374,378,000</b> | <b>376,913,000</b> | <b>396,074,000</b> | <b>384,695,000</b> | <b>348,352,000</b> | <b>91,473,000</b> |

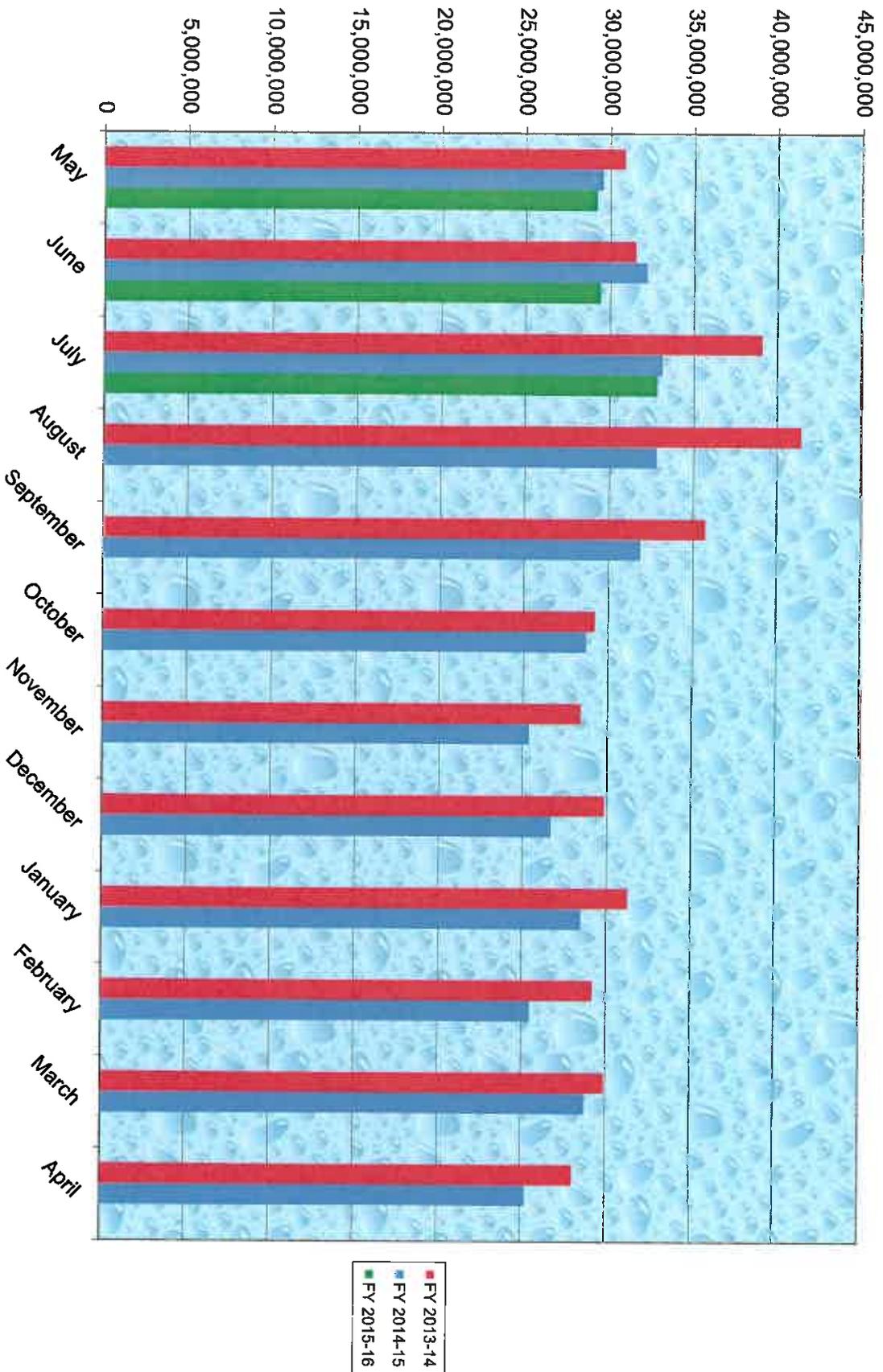
|                                       |                   |
|---------------------------------------|-------------------|
| YEAR TO DATE LAST YEAR (gallons):     | 94,862,000        |
| YEAR TO DATE THIS YEAR (gallons):     | <u>91,473,000</u> |
| DIFFERENCE (gallons):                 | -3,389,000        |
| PERCENTAGE DIFFERENCE (+/-):          | -3.57%            |
| FY14/15 PUMPAGE PROJECTION (gallons): | 350,000,000       |
| FY14/15 GALLONS PUMPED TO DATE:       | <u>91,473,000</u> |
| CURRENT PERCENTAGE PUMPED COMPARED TO | <b>26.14%</b>     |

All table figures are in millions of gallons sold on a monthly basis per fiscal year.

Monthly Pumpage Chart



# Village of Willowbrook Pumpage Report



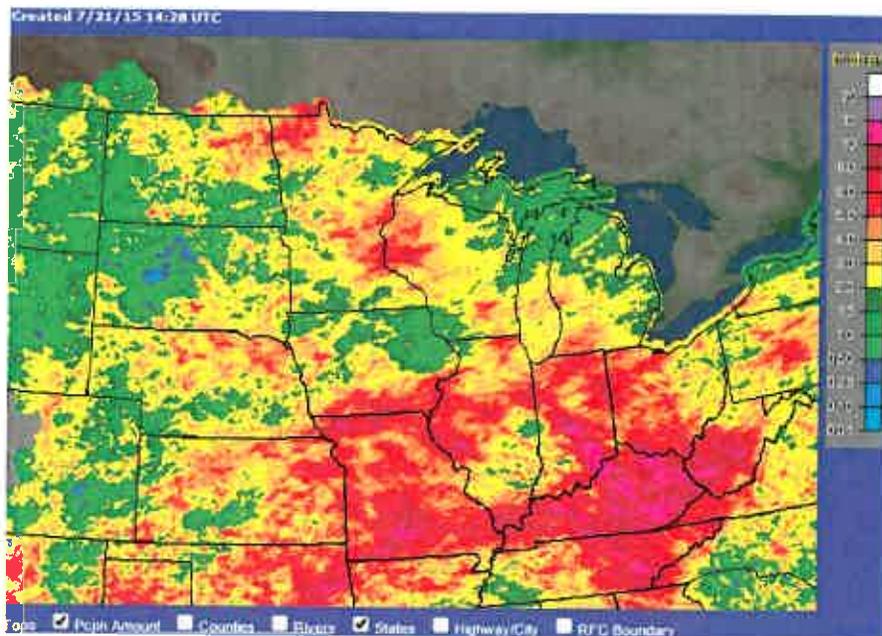


## Village of Willowbrook July 2015 - Status Report

### Season Perspective

Weather conditions critically affect the seasonal mosquito population. Excessive rainfall periods trigger hatches of floodwater mosquitoes (*Aedes vexans*), the dominant annoyance species in northern Illinois that has a flight range of 15 to 20 miles. The other target species is the northern house mosquito (*Culex pipiens*), the primary vector of West Nile virus (WNV) that flourishes under stagnant water drought conditions.

June of 2015 was the wettest on record for Illinois and the first half of July continued the much above normal precipitation pattern. Soil conditions throughout Illinois remain wet as most of the state experienced higher than normal rainfall in the first two weeks of July, according to Jennie Atkins of the Illinois State Water Survey (ISWS). The following ISWS map shows July rainfall and the many areas in Illinois that have received over 5.0 inches of rain:



The consequence of the record rainfall is one of the heaviest floodwater mosquito seasons in many years. Since June 1<sup>st</sup>, most areas in northern Illinois have received a series of ten (10), back-to-back floodwater mosquito broods. As a result, larval control efforts in floodwater areas have been intensified, and the extreme mosquito annoyance periods has required frequent adult mosquito applications, timed to hit floodwater mosquito migration brood peaks.

Despite late July temperatures and early August being in the upper 80s and low 90s, the National Weather Service long range weather forecast for August through October is for an increased chance of being cooler and wetter than average. This prediction is due to the



entrenched El Niño weather pattern. Floodwater brood hatches will continue to be a factor, but their impact may be diminished due to cooler temperatures.

### **Mosquito-Borne Disease Update**

As of July 21, 2015, a total of 33 states have reported West Nile virus infections in people, birds, or mosquitoes in 2015. Overall, 23 cases of West Nile virus (WNV) disease in people have been reported to Centers for Disease Control and Prevention (CDC). Of these, nine (39%) were classified as neuroinvasive disease (such as meningitis or encephalitis) and 14 (61%) were classified as non-neuroinvasive disease.

The following CDC map shows current WNV activity in the United States:



On May 29<sup>th</sup>, the Illinois Department of Public Health reported the first WNV-positive adult mosquito sample in downstate St. Clair County, across from St. Louis. WNV activity is anticipated to increase in August with positive mosquitoes already reported in Cook, Kane, DuPage and Will counties. At this time, there are no reported WNV human cases in Illinois.

### **Recommendations**

The CDC currently shows a risk category 1, as defined by the following parameters and recommendations:

- Biting adult mosquito activity and limited or sporadic epizootic activity in birds or mosquitoes.
- Integrated Vector Management program should be conducted to monitor and reduce vector mosquito abundance.
- Conduct environmental surveillance to monitor virus activity (mosquitoes, sentinel chickens, avian mortality, etc.).
- Initiate community outreach and public education programs focused on personal protection and residential source reduction.



**Brood Prediction**

The floodwater mosquito (*Aedes vexans*) is the key nuisance species in the Chicagoland area. Distinct hatches of floodwater mosquito populations, or broods, are triggered by significant rainfall events. The Clarke Brood Prediction Model calculates peak annoyance periods based on rainfall and temperature data collected from weather stations in your area.

| Weather Station Name | Rainfall Date | Rain Amount (inches) | Brood Prediction Date |
|----------------------|---------------|----------------------|-----------------------|
| Du Page Co.          | 06/11/2015    | 0.68                 | 07/01/2015            |
| Du Page Co.          | 06/13/2015    | 0.88                 | 07/03/2015            |
| Du Page Co.          | 06/15/2015    | 2.90                 | 07/07/2015            |
| Du Page Co.          | 06/18/2015    | 0.54                 | 07/09/2015            |
| Du Page Co.          | 06/29/2015    | 0.89                 | 07/17/2015            |
| Du Page Co.          | 07/06/2015    | 1.66                 | 07/22/2015            |
| Du Page Co.          | 07/16/2015    | 0.83                 | 08/01/2015            |
| Du Page Co.          | 08/02/2015    | 0.77                 | 08/16/2015            |

**Upcoming Operations:**

- 2 Targeted Inspections
- 1 Back Pack Treatment

**July 2015 New Jersey Light Trap Counts**

(\*Red numbers indicate an annoyance level)

| Trap Location                        | Jul 01 | Jul 03 | Jul 06 | Jul 08 | Jul 10 | Jul 13 | Jul 15 | Jul 17 | Jul 20 | Jul 22 | Jul 24 | Jul 27 | Jul 29 | Jul 31 |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Willowbrook Community Park Midway Dr | 5      | 15     | 26     | 10     | 17     | 33     | 6      | 12     | 15     | 16     | 11     | 13     | 3      | 1      |

**Services Performed July 2015:**

| Service Item                             | Start Date |
|--|------------|
| ROS1302 - Targeted Site Larval Insp Serv | 07/10/2015 |
| ROS2786 - Anvil ULV Festival Touch-Up    | 07/16/2015 |
| ROS2888 - Biomist 3+15 Truck ULV         | 07/21/2015 |
| ROS1252 - Complete Site Larval Insp Serv | 07/27/2015 |



## Village of Willowbrook August 2015 - Status Report

### Season Perspective

Weather conditions critically affect the seasonal mosquito population. Excessive rainfall periods trigger hatches of floodwater mosquitoes (*Aedes vexans*), the dominant annoyance species in northern Illinois that has a flight range of 15 to 20 miles. The other target species is the northern house mosquito (*Culex pipiens*), the primary vector of West Nile virus (WNV) that flourishes under stagnant water drought conditions.

Because record rainfall, the consequence has been one the heaviest floodwater mosquito seasons in many years. Since June 1<sup>st</sup>, most areas in northern Illinois have received a series of eleven (11), back-to-back floodwater mosquito broods. Between July 17<sup>th</sup> and August 20<sup>th</sup>, there was 34 consecutive days of temperatures in the 80s. As a result, the impact of the last brood was curtailed due to the drier conditions. However, heavy rainfall on August 18<sup>th</sup> will cause the next floodwater brood to hit during the first week of September.

The summer of 2015 was the sixth coolest on record; however, the outlook for the first half of September is for much above normal temperatures. The National Weather Service long range weather forecast for through October is for an increased chance of being cooler and wetter than average. This prediction is due to the entrenched El Nino weather pattern. Floodwater brood hatches will continue to be a factor, but their impact may be diminished due to cooler temperatures.

### Mosquito-Borne Disease Update

As of August 25, 2015, a total of 44 states and the District of Columbia have reported West Nile virus infections in people, birds, or mosquitoes in 2015. Overall, 303 cases of West Nile virus disease in people have been reported to CDC, including 7 fatalities. Of these, 173 (57%) were classified as neuroinvasive disease (such as meningitis or encephalitis) and 130 (43%) were classified as non-neuroinvasive disease.

The following CDC map shows current WNV activity in the United States:





On May 29<sup>th</sup>, the Illinois Department of Public Health (IDPH) reported the first WNV-positive adult mosquito sample in downstate St. Clair County, across from St. Louis. As of August 21<sup>st</sup>, IDPH has reported WNV activity in 49 counties, 657 positive adult mosquito samples and 16 positive birds. In Cook and DuPage Counties, there was a surge of positive mosquitoes in late July and August, the historical and key WNV transmission period. During the week of August 17<sup>th</sup>, the first two WNV human cases in Illinois were reported in Skokie and downstate St. Clair County.

| County                         | American Crow | Blue Jay | Other Birds | Mosquito Batches | Horse    |
|--------------------------------|---------------|----------|-------------|------------------|----------|
| COOK                           | 0             | 0        | 0           | 342              | 0        |
| DEKALB                         | 0             | 0        | 0           | 9                | 0        |
| DUPAGE                         | 0             | 0        | 0           | 82               | 0        |
| GRUNDY                         | 0             | 0        | 0           | 15               | 0        |
| KANE                           | 0             | 0        | 0           | 30               | 0        |
| LAKE                           | 0             | 0        | 0           | 34               | 0        |
| MCHENRY                        | 0             | 0        | 0           | 6                | 0        |
| MONTGOMERY                     | 0             | 0        | 0           | 1                | 0        |
| STEPHENSON                     | 1             | 1        | 0           | 0                | 0        |
| WILL                           | 0             | 0        | 0           | 48               | 0        |
| WINNEBAGO                      | 0             | 0        | 1           | 5                | 0        |
| <b>TOTAL<br/>(49 Counties)</b> | <b>10</b>     | <b>4</b> | <b>9</b>    | <b>806</b>       | <b>2</b> |

**Recommendations**

The Personal Protection Index (PPI) has been raised to a Level 2 -moderate due to the increased prevalence of the WNV in mosquitoes tested and the two human cases reported in the State. The Mosquito Testing Positive Pool rate rose significantly for a weekly rate of 56% / YTD 8.8 %. Two dead bird specimens were shipped this week to the State laboratory for testing, results pending. **Accordingly, larval control efforts should be focused on historical *Culex* sites, and adult mosquito control spraying performed to reduce the potential of WNV transmission.**



**Brood Prediction**

The floodwater mosquito (*Aedes vexans*) is the key nuisance species in the Chicagoland area. Distinct hatches of floodwater mosquito populations, or broods, are triggered by significant rainfall events. The Clarke Brood Prediction Model calculates peak annoyance periods based on rainfall and temperature data collected from weather stations in your area.

| Weather Station Name | Rainfall Date | Rain Amount (inches) | Brood Prediction Date |
|----------------------|---------------|----------------------|-----------------------|
| Du Page Co.          | 07/16/2015    | 0.83                 | 08/01/2015            |
| Du Page Co.          | 08/02/2015    | 0.77                 | 08/18/2015            |
| Du Page Co.          | 08/18/2015    | 0.55                 | 09/01/2015            |
| Du Page Co.          | 08/28/2015    | 0.59                 | 09/11/2015            |
| Du Page Co.          | 08/29/2015    | 0.66                 | 09/12/2015            |

**Upcoming Operations**

- 1 Targeted Inspection
- 2 Culex Inspections

**August 2015 New Jersey Light Trap Counts**

(\*Red numbers indicate an annoyance level)

| Trap Location                        | Aug 03 | Aug 05 | Aug 07 | Aug 10 | Aug 12 | Aug 14 | Aug 17 | Aug 19 | Aug 21 | Aug 24 | Aug 26 | Aug 28 | Aug 31 |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Willowbrook Community Park Midway Dr | 3      | 16     | 4      | 4      | 4      | 3      | 7      | 0      | 1      | 0      | 0      | 0      | 0      |

**Operation and Surveillance Reports**

Below is a report outlining all services performed in the month of August. These services could include the following:

- **0952 N. J. Light Trap Seasonal Service:** *Seasonal Light Trap Service for adult mosquito population monitoring.*
- **1252 Complete Site Larval Inspection Service:** *Inspection service of all potential mosquito larvae development sites.*
- **1302 Targeted Site Larval Inspection:** *Inspection of all targeted larval development sites.*
- **1352 Larval Site Service Call:** *Special inspection of standing water for mosquito breeding per hot line request.*
- **1502 Ground Prehatch:** *Ground prehatch for control of mosquito larvae.*
- **1754 Hand Larviciding:** *Hand equipment larviciding for biological control of mosquito larvae.*
- **2019 Altosid XR CB Bike – 150 day:** *Catch Basin treatment for larval control.*
- **2922 0.5% FLIT (Permethrin) BP Barr:** *Backpack barrier strip application to reduce adult mosquito reinfestation.*
- **2888 Biomist 3+15 Truck ULV:** *ULV application insecticide for adult mosquito control.*



**Services Performed August 2015:**

| Service Item                             | Start Date |
|--|------------|
| ROS1852 - Mosquitofish (G. Affinis) Stck | 08/05/2015 |
| ROS1852 - Mosquitofish (G. Affinis) Stck | 08/05/2015 |
| ROS1302 - Targeted Site Larval Insp Serv | 08/17/2015 |