



MEETING NOTICE AND AGENDA

LEGAL NOTICE:

SPECIAL MEETING OF THE VILLAGE OF HINSDALE BOARD OF TRUSTEES

Notice is hereby given that the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, will hold a Special Meeting commencing at the hour of 7:30 p.m. on Tuesday, June 18, 2019 in the Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois, for the purpose of discussing the topics noted on the following Agenda:

AGENDA

SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, June 18, 2019

7:30 P.M.

MEMORIAL HALL – MEMORIAL BUILDING

(Tentative and Subject to Change)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. VILLAGE PRESIDENT'S REPORT
4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)*

5. FIRST READINGS – INTRODUCTION**

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Environment & Public Services (Chair Byrnes)

- a) Approve accepting the guaranteed maximum price (GMAX) from Wight and Company of total costs of parking deck construction and construction management including contingency in an amount not to exceed \$8,368,529

6. CONSENT AGENDA – None

*All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.*

7. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission*****

Environment & Public Services (Chair Byrnes)

- a) Approve Amendment #1 to an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance Approving a Second Major Adjustment to a Site Plan and Exterior Appearance Plan regarding the shared parking deck for Hinsdale Middle School at 100 S. Garfield Avenue, Hinsdale, Illinois – Community Consolidated School District #181/Village of Hinsdale**

Environment & Public Services (Chair Byrnes)

- c) Award certain specified Bid Group 2 competitive bids – parking deck project construction
- d) Reject all competitive bids for plumbing for the parking deck project
- e) Reject all precast concrete bids for the parking deck project; **and**
- f) Waive the competitive bidding process for precast concrete and award a contract to provide precast concrete work on the parking deck project to Illini Precast LLC located in Westchester IL in an amount not to exceed \$2,620,800

8. DISCUSSION ITEMS

9. DEPARTMENT AND STAFF REPORTS

10. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

11. OTHER BUSINESS

12. NEW BUSINESS

13. CITIZENS' PETITIONS (Pertaining to any Village issue)*

14. TRUSTEE COMMENTS

15. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

16. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

*****The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.***

*******Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website <http://villageofhinsdale.org>

Administration

AGENDA SECTION: First Reading - EPS

SUBJECT: Approval of Guaranteed Maximum Price (GMAX)

MEETING DATE: **June 18, 2019**

FROM: Kathleen A. Gargano, Village Manager

Recommended Motion

Approve accepting the guaranteed maximum price (GMAX) of Total Costs Including Contingency \$ 8,465,329.

Background

On March 6, 2018, the Village Board approved an agreement with Wight and Company to provide design and construction management services to build a parking deck not to exceed \$1,058,653.

Discussion & Recommendation

Article 7.1 of the agreement with Wight provides for the establishment of a GMAX at the completion of Design Development. Consistent with contract provisions, the preliminary budget for the project was established based on a conceptual basis on August 8, 2018. Due to ongoing dialogue with the School District that impacted the design of the deck, the Village was unable to establish a GMAX at the design development stage.

Given that the bulk of the bidding for the trade contracts has been completed, with the exception of plumbing and landscaping, it is appropriate to establish a GMAX.

The final GMAX is subject to additions and deductions by Change Orders as provided in the Contract Documents. Costs which would exceed the Guaranteed Maximum price, exclusive of change orders, shall be paid by the Design Construction Manager, "Wight" without reimbursement by the Owner "the Village".

On May 16, 2018, Wight provided to the Village an updated parking deck estimate (a copy of which is attached). The GMAX proposed for the Village Board's consideration is in the amount of \$8,465,329. Accepted allowances included in the updated budget include \$30,000 for precast adds and \$30,000 for site utility adds. Costs from unresolved design comments from District 181 and winter conditions are understood by the Village to be categorized as change orders and those costs will be charged against the contingency of \$373,802.

Budget Impact

The Village's capital projects has funds available in the amount of \$8,465,329 to allocate to the parking deck project.



Village Board and/or Committee Action

The Village Board on June 13, 2018 considered amendment #1 to the Intergovernmental Agreement (IGA) with the School District, approved awarding work to Lima Contractors in the amount of \$1,919,400 and had first readings on the award of Bid Group 2 and approving a major adjustment to the design of the parking deck.

Documents Attached

1. Wight budget dated 6/17/19
2. Wight Agreement

Village Of Hinsdale
Updated Parking Deck Estimate
June 17, 2019

Item	Bid/Anticipated Pricing
General Requirements	432,000
BG1	
Site Utilities / Excavation	1,914,400
Temp Fence Rental Extension	5,000
BG2	
Precast	2,620,800
Concrete	1,045,500
Misc Metals	89,491
Roofing	9,000
Asphalt	263,379
Glazing	25,000
General Carpentry / Painting	76,500
Fire Suppression	135,490
Plumbing	200,000
Mechanical	109,000
Electrical	437,281
BG3	
Waterproofing	50,000
Landscaping	130,000
Other Costs	
Site Utility Adds	30,000
Costs from SD181 Unresolved Comments	TBD
Winter Conditions	TBD
Total Hard Costs	7,572,841
5% Contingency \$	373,802
Total Hard Costs Including Contingency	7,946,643
CM Fee \$	148,000
A/E Fee \$	443,653
Additional A/E Fees for Structural Redesign \$	28,600
Additional A/E Fees for Landscape \$	19,200
Additional A/E Fees for Mediation \$	19,233
Additional General Conditions/Preconstruction	
Misc Soft Costs \$	15,000
Tollway Credit \$	(155,000)
Total Costs Including Contingency \$	8,465,329



February 2, 2018

Mr. Bradley Bloom
Assistant Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Subject: *New Parking Deck*
CONSTRUCTION MANAGEMENT FEES/COSTS

Dear Mr. Bloom,

Wight & Company (Wight) is pleased to provide the Village of Hinsdale (Village) with this proposal which details the Construction Management Fees/Costs to manage to the construction of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the construction schedule provided to us by Mr. John Doherty on January 17, 2018; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty, such as the demolition oversight is his responsibility. We have assumed that at this time, the upper level of the Parking Deck will be pre-cast. We have also assumed that our Integrated Design and Delivery, with a Guaranteed Maximum Price, method will be utilized on this project

Hard Construction Costs (Approximate) - \$6,150,000.

Construction Management Fee - 3% of the Hard Construction Costs - \$183,000.

General Conditions Labor - \$295,000.

Breakdown

- | | |
|-------------------------|-------------------------------|
| ○ Project Executive - | Included in Fee |
| ○ Construction PM - | Part Time |
| ○ Superintendent - | Full Time during construction |
| ○ Project Engineer - | Part Time |
| ○ Project Coordinator - | Part Time |
| ○ Bidding Support - | As Needed |

General Conditions Expenses – \$75,000

The General Conditions Labor and Expenses are based on an assumed 6-month construction schedule.

Insurance – Workers Comp for Wight Employees (Statutory) and General Liability - \$62,000

Ms. Bradley Bloom
Village of Hinsdale
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We intend to prepare a Guaranteed Maximum Price (GMAX) during the Design Development Phase of the design. Upon acceptance of the GMAX, we will reduce the Construction Administration fees included in our design proposal by \$14,000.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703 or Jim at 630.310.1597.

Respectfully submitted,

WIGHT & COMPANY



Stephen J. Collins
Vice President, Government Programs
scollins@wightco.com

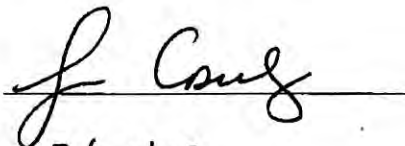
2500 North Frontage Road
Darien, IL 60561



James Nagle
Vice President, Project Executive
jnagle@wightco.com

2500 North Frontage Road
Darien, IL 60561

Approved by:



Date:

3/14/18

Title:

VILLAGE PRESIDENT, HINSDALE

cc: John Doherty



February 12, 2018

Mr. Bradley Bloom
Assistant Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Subject: *New Parking Deck*
PROFESSIONAL DESIGN SERVICES PROPOSAL

Dear Mr. Bloom,

Wight & Company (Wight) and its teaming partner, Desman Associates (Desman), are pleased to provide the Village of Hinsdale (Village) with this proposal for professional design and pre-construction services relating to the design of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the design drawings you provided to us; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the Project Description and Scope of Design Services included in your November 22, 2017, request for a Statement of Interest; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty.

We have prepared our proposal in the following four parts:

- Project Understanding
- Scope of Services
- Schedule
- Compensation

PROJECT UNDERSTANDING

It is our understanding that the Village intends to construct a new Parking Deck on the old Hinsdale Middle School property. It is the intent of the Village to begin demolition of the Middle School and construction of the parking deck immediately after the School District re-locates their students to the new Middle School. Currently, the relocation is scheduled to take place during the 2018 Christmas holidays.

The Parking Deck would be two levels at. The lower level would be comprised of asphalt or concrete with a Dry Fire Protection system, and the upper level would be comprised of pre-cast concrete, cast-in-place concrete, or a combination thereof. Each level would be approximately 66,000 square feet and would minimally contain 319 spaces. Minimally the parking space count is to be 319; with approximate distribution of 133 spaces on the upper level and 186 spaces on the lower level. The veneer of the deck will be in substantial conformance to the elevations as approved by the Village of Hinsdale zoning process and the elevations provided by Mr.(s). Bloom and Doherty. Electronic Safety, Security and Access Control Systems, Dry Fire Protection System, and subsurface storm water detention will be provided.

We will coordinate with the architectural/engineering and construction team currently constructing the new Middle School, as the parking deck is adjacent to the Middle School's foundation and has direct access to the building entrances at the lower level of the parking deck.

SCOPE OF SERVICES

Wight will provide the Village with professional services, including the following disciplines: project management; architectural and landscape architectural design; mechanical, electrical, plumbing, and civil engineering inclusive of storm water calculations, design and permitting; and estimating. Desman will provide all structural engineering/design services, as well as the programming for traffic circulation.

Wight will provide the Village with professional pre-construction services for the preparation of two estimates.

The design services include the Schematic Design, Design Development, Construction Documents, Bidding and Permitting, and Construction Administration Phases.

PROJECT KICK-OFF AND DATA COLLECTION

Our team will meet with the Village Staff and stakeholders to gather and discuss information and data available regarding the current program, any changes to the program since December 6, 2017, and the Inter-Governmental Agreement between the Village and the School District. We intend to establish project requirements/opportunities and set specific project goals. The following are key scope items for this phase:

- Review the Geotechnical Report, and current concept design documents for the parking deck
- Obtain construction documents for the adjacent Middle School; including civil, architectural, structural, mechanical, electrical, plumbing, and fire protection
- Review overall project budget and constraints
- Establish overall project timeline

SCHEMATIC DESIGN PHASE

The design team will use the previously completed concept design, collected data, and findings as input to begin the Schematic Design Phase. The primary focus of Schematic Design is to graphically translate project requirements into a workable design through an interactive process of exploring alternatives and developing solutions. The work scope and deliverables for this phase will include:

- Structural slab-on-grade; typical floor and roof plans
- Column grid layout and shear wall locations
- Basic foundation system selection and layout
- Member sizes
- Preliminary structural details and sections
- Stairs structural layout
- Complete building code review to establish the code parameters that will shape the design
- Preliminary exterior elevations/descriptive views (maintaining the approved architectural aesthetics)
- Preparation of basic structural sections
- Preliminary evaluation of mechanical, electrical, plumbing, and fire protection system to be used
- Preliminary landscape design services
- Project design narrative outlining the parking deck design, materials, and systems
- Preparation of schematic site plan showing deck locations and site features
- Analysis of site storm water management constraints and requirements
- Analysis of cast-in-place vs. pre-cast concrete structure option for upper deck level

DESIGN DOCUMENTS PHASE

Upon approval of the Schematic Design, we will continue to refine and document the design during this phase. We will continue meeting with the Village and stakeholders and focus on all open design decisions so that we have a clear understanding of the project costs and alignment with the established budget. The Wight team will prepare detailed drawings and other documents to fix and describe the overall project design. The following services and deliverables are included in this phase:

- Updated scope narrative fixing the design of all building materials, systems, and finishes
- Preliminary civil engineering plans documenting all site elements, including utilities, preliminary grades, and other site features
- Updated structural plans, foundations, and details
- Finalize landscape design plans
- Exterior elevations of the parking structure façades showing material designations
- Deck sections showing all height elements
- Exterior perimeter section(s) to define materials and heights
- MEP & FP design narrative and design drawings showing major equipment, distribution, and utility services
- Material and color board defining all major building materials and finishes
- Detailed cost estimate

After the conclusion of this phase, all documentation will be assembled into a single deliverable for thorough review by the Village and its stakeholders. The deliverables of this phase will also include a detailed project cost estimate. Wight will then meet with the Village to discuss any comments or modifications required prior to proceeding with the construction documents.

CONSTRUCTION DOCUMENT PHASE

During this phase of the project, we propose to prepare one (1) construction document review submittal for review and approval by the Village and will incorporate review comments as needed. All documents will be prepared to the necessary level to allow for permitting approval, public bidding, and construction of the project scope. During this phase, we will also update the project cost estimate to maintain alignment with project budget. Calculations and specifications for the parking structure and garage foundations will be based on the applicable codes and ordinances. The documents will cover the following items and services:

- Foundation plans and schedule of foundation sizes with reinforcing details and sections, including grade walls and grade beams to support the superstructure and stair towers
- Slab-on-grade plan with reinforcing details, sections, and control joints
- Superstructure floor framing plans with basic details and sections that will establish the performance criteria for the design
- Plan indicating lateral load forces to various shear walls based on stiffness distribution for wind and/or seismic loading
- Architectural, Mechanical, Electrical, Plumbing and Fire Protection Documents
- Site design and storm water calculations
- Submit for storm water permit
- Review and plan site logistics
- Updated cost estimate

BIDDING AND PERMITTING PHASE

During this phase, we will be taking an active role in the acquisition of a building permit from the Village of Hinsdale. Other key activities will include:

- Regulatory Agencies Permitting and Coordination
 - o Plans and calculations, as required by the regulatory agencies, will be prepared for submittal and review. All review comments will be addressed and plans modified, as appropriate. Meetings with the agencies will be attended, as required.

CONSTRUCTION ADMINISTRATION PHASE

Team members will participate in pre-construction conferences as necessary for the effective construction of the project, and will accomplish the following:

- Perform site visits at intervals appropriate to the stage of the contractor's operations, to become generally familiar with and keep the owner informed about the progress and quality of the portion of the work completed.
- Review of contractor's application for payment to evaluate whether the work has progressed to the point indicated in the application, provide certification of progress and final application for payment
- Review of contractor's submittals, including shop drawings, product data, and samples for conformance with the contract documents
- Review soils and material testing logs
- Provide responses to Requests for Information (RFIs) including supplemental drawings, related to interpretation of the contract documents
- Perform a Substantial Completion review and prepare a punch list for work to be completed
- Issue Certificate of Substantial Completion
- Perform a Final Completion review

SCHEDULE

We propose to begin work on this assignment upon your authorization to proceed. The following is an overview of our proposed project schedule:

- Project Kickoff Meeting – Within two weeks of receiving executed Contract
- Completion of the Design Development Phase – 3 months
- Completion of the Construction Document Phase – 3 months
- Completion of the Bidding and Permitting Phase – 2 months
- Completion of the Construction Administration Phase – To be determined pending the construction delivery method

Wight will work with the Village to develop a mutually acceptable detailed project schedule during the Project Kick-off meeting.

COMPENSATION

Wight proposes to provide the Scope of Services described in this proposal for in a **Fixed Fee of Four-Hundred and Forty-Three Thousand, Six-Hundred Fifty-Three Dollars (\$443,653.00)**.

The Fixed Fee covers all design fees, the preparation of two (2) estimates and all reimbursable expenses. The following is a list of typical expenses:

Ms. Bradley Bloom
Village of Hinsdale
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February 2, 2018

1. CAD plots, printing, color reproductions, presentations, phase deliverables, postage and delivery costs of drawings and reports
2. Supplies, materials, and costs related to specific reports and presentations
3. Travel mileage reimbursement at the current IRS mileage reimbursement rate for travel from the home office to the site for individuals not housed onsite.

The Village will reimburse Wight for all expenses in excess of Six Thousand, Five Hundred Dollars (\$6,500.00).

If the Village requests any services in addition or beyond those detailed, Wight will provide a proposal to cover the requested services.

Proposal Exclusions

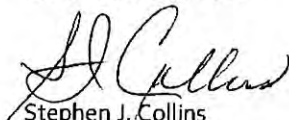
- Permitting through The Illinois State Regional Office of Education. Proposal includes permitting through the Village of Hinsdale
- Hinsdale Middle School Board Meetings and or/supplementary design review meetings directly with the School Board
- Design of parking access control system
- Mr. Doherty will provide all constructability reviews, and site logistics.

We will invoice monthly based on a percentage of work completed in each phase, and payment will be due within 30 days of invoice date.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703.

Respectfully submitted,

WIGHT & COMPANY



Stephen J. Collins
Vice President, Government Programs
scollins@wightco.com

2500 North Frontage Road
Darien, IL 60561



Laura Batterberry, R.A.
Senior Project Manager
lbatterberry@wightco.com

2500 North Frontage Road
Darien, IL 60561

Approved by: _____

Date: _____

Title: _____

cc: John Doherty

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN CONSTRUCTION MANAGER

Based on a

Guaranteed Maximum Price

THIS AGREEMENT is made as of the 7th day of March, 2018.

BETWEEN the Owner:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

and the Design Construction Manager:

Wight Construction Services, Inc.
2500 N. Frontage Road
Darien, IL 60561

The Project is:

Provide total professional Design Construction Management services including all labor, material and equipment for the new Parking Deck in Hinsdale, IL, as described in the attached Project Scope Document. (Exhibit A).

The Owner and Design Construction Manager agree as set forth below.

ARTICLE I THE PROJECT TEAM AND EXTENT OF AGREEMENT

- 1.1 The Project Team.** The Design Construction Manager, the Owner and the Design Construction Manager's consultants and subcontractors, collectively called the "Project Team", shall work cooperatively from the beginning of Design through construction completion.
- 1.2 Extent of Agreement.** The Contract Documents represent the entire agreement between the Owner and the Design Construction Manager and supersedes all prior negotiations, representations or agreements. This Agreement and the other Contract Documents (defined below) may be amended only by written instrument signed by both Owner and Design Construction Manager.
- 1.3 Definitions**
 - 1.3.1 Contract Documents,** which constitute the entire Agreement between the Owner and Design Construction Manager, consist of:

- 1.3.1.1** This Contract, including all exhibits thereto.
 - 1.3.1.2** Scope Change Orders.
 - 1.3.1.3** Written amendments to this Agreement.
 - 1.3.1.4** Owner's Project Criteria
 - 1.3.1.5** Plans and Specifications
- 1.3.2** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.3.3** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.3.4** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.3.5** *Owners Project Criteria* are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design Construction Manager's performance of the Work.
- 1.3.6** *Project* is the construction of the facilities described above.
- 1.3.7** *Site* is the land or premises on which the Project is located.
- 1.3.8** *Subcontractor* is a person or entity that has a direct contract with the Design Construction Manager to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner.
- 1.3.9** *Substantial Completion* is the date on which the authority having jurisdiction issues a Certificate of Occupancy so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.3.10** *Work* is comprised of all Design Construction Manager's construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

ARTICLE 2

DESIGN CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES

- 2.1 General Services.** Design Construction Manager's Representative [Jim Nagle] shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design Construction Manager.

2.1.1 Design Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design Construction Manager's ability to complete the Work for the Contract Price and within the Construction Schedule(s).

2.1.2 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services. Design Construction Manager shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design Construction Manager, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design Construction Manager to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

2.3 Preliminary Design/Preconstruction Services

2.3.1 Design Construction Manager and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design Construction Manager and Owner shall meet and confer about the submissions, with the Design Construction Manager identifying during such meetings, among other things, the evolution of the design and any significant changes from the previously submitted design submissions. Minutes of the meetings shall be maintained by the Design Construction Manager and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design Construction Manager's schedule.

2.3.2 Preliminary Evaluation. The Design Construction Manager has provided a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.

2.3.3 Preliminary Schedule. The Design Construction Manager shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Design Construction Manager necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available

2.3.4 Preliminary Estimate. When sufficient Project information has been identified, the Design Construction Manager shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update

exceeds the Owner's budget, the Design Construction Manager shall meet with the Owner to discuss appropriate adjustments.

2.3.5 Schematic Design and Design Development Documents. The Design Construction Manager shall submit for the Owner's written approval Schematic Design and Design Development Documents based on the Project Scope Document as refined throughout the design process. The Schematic Design and Design Development Documents shall define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the preliminary schedule and estimate based on the Design Development Documents.

2.3.6 Construction Documents. The Design Construction Manager shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the schedule and estimate based on the Construction Documents.

2.3.7 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design Construction Manager to Owner.

2.3.8 To the extent not prohibited by the Contract Documents or Legal Requirements, Design Construction Manager may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work, as long as said interim designs are acknowledged in writing by the Owner.

2.3.9 Legal Requirements. The Design Construction Manager shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

2.3.9.1 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design Construction Manager is required to make to the Construction Documents because of new Legal Requirements or concealed conditions

2.4 Bidding/Construction Phase Services.

2.4.1 The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.

- 2.4.2** Design Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.3** The Design Construction Manager shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design Construction Manager shall furnish to the Owner any and all financial documents within 7 days upon request. Design Construction Manager shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.
- 2.4.4** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design Construction Manager shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design Construction Manager to complete construction of the Project consistent with the Contract Documents.
- 2.4.5** Design Construction Manager shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design Construction Manager's cost and/or time of performance.
- 2.4.6** The Design Construction Manager shall provide the Owner with a design and construction schedule for the Project. This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.
- 2.4.7** The Design Construction Manager shall secure the building permits necessary for the construction of the Project.
- 2.4.8** The Design Construction Manager shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.
- 2.4.9** The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after

the date of the Agreement affecting the performance of the Work.

- 2.4.10** The Design Construction Manager shall keep the premises of the Project free from accumulation of waste materials caused by the Design Construction Manager's operations. At the completion of the Work, the Design Construction Manager shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.
- 2.4.11** The Design Construction Manager shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on mutually agreed upon electronic media format.

2.5 Warranties

- 2.5.1** The Design Construction Manager warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Design Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Design Construction Manager agrees to correct all work performed by it under this Agreement which within a period of one year from the date of Substantial Completion as defined in Paragraph 1.3.9 proves to be defective in material or workmanship, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design Construction Manager on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design Construction Manager from any such manufacturer shall be deemed to have been obtained for the benefit of Owner and shall be assigned to Owner. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Defective work corrected by the Contractor shall be warranted for an additional period of one year from the date of the Owner's acceptance of the Design Construction Manager's corrections.
- 2.5.2** The Design Construction Manager shall secure required certificates of inspection, testing or approval required for building construction and deliver them to the Owner including inspections as required by the Regional Office of Education of DuPage County Illinois.
- 2.5.3** The Design Construction Manager shall collect all equipment manuals and deliver them to the Owner, together with all written warranties from equipment manufacturers as a prerequisite to substantial completion.

2.5.4 Notwithstanding the foregoing, The Design Construction Manager shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for consultant's services and expenses made necessary thereby, shall be at the Design Construction Manager's expense.

2.6 Tax Exemption. If in accordance with the Owner's direction an exemption is claimed for taxes, the Owner agrees to defend, indemnify and hold harmless the Design Construction Manager from any liability, penalty, interest, fine, tax assessment, attorney's fees or any other expense or cost incurred by the Design Construction Manager as a result of any action taken by the Design Construction Manager in accordance with the Owner's direction for this project.

2.7 Additional Services. The Design Construction Manager shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design Construction Manager shall define the extent of such Additional Services.

2.7.1 Establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

2.7.2 Consultations, negotiations and documentation supporting the procurement of Project financing.

2.7.3 Aerial photographs.

2.7.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

2.7.5 Feasibility studies except those that address asset management.

2.7.6 Models and mockups of the Project or any part of the Project or Work except as required for quality control and aesthetic approval.

2.7.7 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.

2.7.8 Design services, procurement and placement of artwork and decorations.

2.7.9 Revising the Design Development, Construction Documents or documents forming the basis of the Contract Price after they have been approved by the Owner, and which are due to causes beyond the control of the Design Construction Manager.

2.7.10 Design, coordination, management and other services supporting the procurement of materials to be obtained, or work to be performed by the Owner

2.7.11 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.

- 2.7.12** The premium portion of overtime work ordered by the Owner.
- 2.7.13** Document reproduction exceeding the limits provided for in this Agreement.
- 2.7.14** Services for tenant or rental spaces not a part of the Agreement.
- 2.7.15** Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 2.7.16** Serving or preparing to serve as a witness in connection with any claim or legal proceeding regarding the Project that is not: (a) a claim or legal proceeding in which Design Construction Manager and Owner are adverse parties, or (b) a claim or legal proceeding in which Design Construction Manager, its employees or agents are being called as a witness by a party adverse to the Owner, or (c) a claim or legal proceeding in which Design Construction Manager's employee or agent would be subject to routine subpoenas issued by a court with jurisdiction over Owners' counsel, as a fact or occurrence witness, and subject to court rules providing witness compensation for travel expenses and costs of missing work.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1** The Owner shall provide full information in a timely manner regarding its requirements for the Project.
- 3.2** The Owner shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project to the extent allowed by applicable law. Owner's representative shall render approvals and decisions promptly and as soon as possible as allowed by applicable law, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. The Owner's designated representative is John Doherty. In the event that John Doherty is not reachable, Bradley Bloom shall be authorized to render approvals and decisions. Any change in the Owner's designated representative shall be documented in writing.
- 3.3** If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to the Design Construction Manager. However, failure to provide such notice promptly shall not serve as a waiver of any rights or powers described herein.
- 3.4** The Owner shall furnish a legal description and certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above grade and below grade, including inverts and depths. Notwithstanding the foregoing, Design Construction Manager acknowledges receipt of a survey satisfying all currently known requirements.
- 3.5** Omitted.

- 3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and the Design Construction Manager shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.7 At Design Construction Manager's request, Owner shall furnish within 30 days reasonable evidence satisfactory to Design Construction Manager that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information within 30 days, Design Construction Manager may stop Work under Section 15.3 hereof or exercise any other right permitted under the Contract Documents.
- 3.8 The Owner shall pay for all utility connection fees and special facility charges, if required, rendered by utilities for connection of permanent utility services to the Project.
- 3.9 Owner is responsible for all work performed on the Site by separate contractors under the Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design Construction Manager in order to enable Design Construction Manager to timely complete the Work consistent with the Contract Documents. Design Construction Manager shall coordinate the Work for all contractors hired by Owner.
- 3.10 The Owner shall communicate with Architect/Engineer, consultants, subcontractors, and suppliers only through the Design Construction Manager.

ARTICLE 4

HAZARDOUS CONDITIONS & DIFFERING SITE CONDITIONS

- 4.1 **Hazardous Conditions.** Unless otherwise expressly provided in the Contract Documents to be a part of the Work, Design Construction Manager is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design Construction Manager will stop Work immediately in the affected area and duly notify the Owner and, if required law, all government or quasi-government entities with jurisdiction over the project Site.
- 4.1.1 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall in its discretion take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.
- 4.1.2 Design Construction Manager shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

- 4.1.3** Design Construction Manager will be entitled to an adjustment in its Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
- 4.1.4** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design Construction Manager, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses, resulting from the Work if in fact the Hazardous Conditions present the risk of bodily injury or death and the Site has not been rendered harmless by the remedial measures, provided that that such claims, losses, damages, liabilities and expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), except to the extent that such claims, losses, damages, liabilities and expenses is due to the fault or negligence of the party seeking indemnity.
- 4.1.5** Notwithstanding the preceding provisions of Section 4, Owner is not responsible for Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable. Design Construction Manager shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable.
- 4.2 Differing Site Conditions.** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions". Design Construction Manager will be entitled to an adjustment in the Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance are adversely impacted by the Differing Site Condition.
- 4.2.1** Upon encountering a Differing Site Condition, Design Construction Manager shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Design Construction Manager shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5

SUBCONTRACTS AND OTHER AGREEMENTS

- 5.1** All subcontracts shall be deemed to have been obtained for the benefit of the Owner and the Owner shall be deemed to be a third-party beneficiary of each and every subcontract. Every Subcontractor shall be contractually required to name Owner and the Owner's Representative as an additional insured on its insurance policies.
- 5.2** Those portions of the work that the Design Construction Manager does not perform with the Design Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Design Construction Manager. The Design Construction Manager shall endeavor to

secure at least three bids and/or proposals from potential subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Owner may request specific persons or entities from whom the Design Construction Manager shall obtain bids; however, the Design Construction Manager is not obligated or required to seek bids or contract with anyone to whom the Design Construction Manager has reasonable objection. Both Design Construction Manager and Owner understand that there may be some situations where securing three bids is not possible or will adversely impact the project schedule. In this instance Design Construction Manager will be permitted to secure less than three bids and/or negotiate a price acceptable to the Owner upon Owner's written approval to do so for specific subcontractors.

- 5.3 Subcontracts or other agreements shall conform to the payment provisions of Article 13 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 5.4 Design Construction Manager shall notify Owner of the identity of all Subcontractors and material suppliers prior to entry of such Subcontractors or material suppliers into the project and shall provide copies of Contracts, Performance and Payment Bonds, if required, and Insurance Certificates to Owner.
 - 5.4.1 The Owner shall have the right to require Design Construction Manager to furnish payment and/or performance bonds covering faithful performance of the Contract Documents and payment of obligations arising thereunder.
- 5.5 The Owner and Design Construction Manager shall work together to select the Subcontractor that best satisfies the requirements of both the Owner and Design Construction Manager. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design Construction Manager's cost and/or time of performance. Except as otherwise provided above, the Design Construction Manager, as contracting and warranting party, will make the final decision of the Subcontractor.
- 5.6 Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner.

ARTICLE 6 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- 6.1 Consistent with the Construction Schedule, Construction shall commence as soon as reasonably possible in the Spring of 2019 pending permit issuance and other necessary approvals, trade contractor awards and reasonable weather conditions. The Design Construction Manager shall diligently prosecute the Work and achieve substantial completion at a mutually acceptable date to be agreed upon at a later date as amended when final drawings are approved by Owner. Design Construction Manager shall present a detailed construction schedule to the Owner with the final drawings. The project will require a phased turnover with the following completion dates:

Substantial Completion: 6 months after commencement

Construction Final Completion: 1 month after substantial completion

This is contingent upon demolition starting in January 2019 so that the construction of the new parking deck can commence no later than March 1, 2019, and is subject to change based on mutual agreement by the Owner and Design Construction Manager.

- 6.2** If the Design Construction Manager is delayed in the progress of the Project by acts or negligence of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design Construction Manager, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or conditions defined in Article 4, or other causes beyond the Design Construction Managers' control, or by delay authorized by the Owner's pending arbitration or another cause, the Construction Schedule shall be reasonably extended by Change Order.
- 6.3** **Commencement of Warranties.** Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof, as reflected by the Certificate of Substantial Completion.

ARTICLE 7 COMPENSATION

The Design Construction Manager shall be paid by the Owner a Contract Price consisting of the Cost of the Work as defined in Article 8 and the Design Construction Manager's fee as set forth below:

- 7.1** **Guaranteed Maximum Price.** The sum of the Cost of the Work and the Design Construction Manager's Fee (such sum being the "Guaranteed Maximum Price") will be guaranteed at the completion of Design Development targeted by June 30, 2019. The final Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would exceed the Guaranteed Maximum Price to be exceeded, exclusive of change orders shall be paid by the Design Construction Manager without reimbursement by the Owner.
- 7.1.1** The preliminary project budget is set at **TBD** based on the conceptual estimate. This Guaranteed Maximum Price will be finalized through a contract amendment as noted in Article 7.1
- 7.1.2** The Guaranteed Maximum Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
- 7.1.3** The amounts agreed to for unit prices or allowances, if any, are as follows:
- 7.2** **Allowances.** All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance item, if Design Construction Manager reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, overhead and profit unless specifically stated

otherwise. Design Construction Manager's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances. Expenditure of any allowance item requires Owner approval.

- 7.3 Unit Prices.** If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design Construction Manager, such unit prices shall be equitably adjusted.

7.4 Design/Preconstruction Phase Compensation.

- 7.4.1** The Owner shall compensate the Design Construction Manager for services performed during the Design/Preconstruction Phase as described in Article 2 as follows:

7.4.1.1 Preconstruction services shall be performed as part of the Architectural/Engineering Services fee.

7.4.1.2 Architectural/Engineering services shall be performed for a fixed fee of Four Hundred Forty Three Thousand Six Hundred and Fifty dollars and no cents (\$443,653.00). Such amount is included in the Guaranteed Maximum Price.

- 7.4.2** Compensation for Design/Preconstruction Phase Services shall be equitably adjusted if such services extend beyond 120 days from the date of this Agreement for reasons beyond the reasonable control of the Design Construction Manager or as provided in Article 12.

- 7.4.3** Payments for Design/Preconstruction Phase Services shall be due and payable within a payment schedule established and agreed to by both parties following presentation of the Design Construction Manager's monthly invoice to the Owner. If the Owner fails to pay the Design Construction Manager as agreed, then the Design Construction Manager shall have the right to stop the Work and be entitled to payments due plus interest as provided in Paragraph 13.2.

- 7.4.4** Notwithstanding any other provision of this Agreement, Owner may terminate all agreements with Design Construction Manager without cause prior to completion of design / preconstruction services, subject to payment to Design Construction Manager for services completed up to the date of termination.

- 7.5 Bidding/Construction Phase Compensation.** The Owner shall compensate the Design Construction Manager for Work performed following the commencement of the Bidding and Construction Phase on the following basis:

- 7.5.1** The cost of the Work as allowed in Article 8; and

- 7.5.2** The Design Construction Manager's Fee for Construction Management services in the amount of **Six Hundred Fifteen Thousand Dollars and no cents, (\$615,000.00)**, inclusive of CM Fee as well as General Conditions Labor, General Conditions Expenses and Insurance, and subject to

adjustment as provided in Paragraph 7.8. The Design Construction Manager's Fee shall be paid proportionally to the ratio that the monthly Cost of the Work bears to the total estimated Cost of the Work. No further adjustments to the Design Construction Manager's fee shall be made unless the Project scope is increased and exceeds the Guaranteed Maximum Price. No fee shall be charged on coordination changes or minor changes.

- 7.6** Payment for Construction Phase Services shall be as set forth in Article 13.
- 7.7** **Design Construction Manager's Fee.** The Design Construction Manager's Fee includes but is not limited to the following:
- 7.7.1** General and administrative expenses of the Design Construction Manager's principal and branch offices other than the field office, except as may be expressly included in Article 8; and
 - 7.7.2** The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.
- 7.8** **Adjustment in the Design Construction Manager's Fee.** Adjustment in the Design Construction Manager's Fee shall be made as follows:
- 7.8.1** For changes in the Work as provided in Article 12, the Design Construction Manager's Fee shall be adjusted as follows:

Changes shall be priced at the "direct cost" of the charge, and markup for all changes shall be five percent (5%).
 - 7.8.2** For delays in the Work not caused by the Design Construction Manager, there will be an equitable adjustment in the Design Construction Manager's schedule to compensate the Design Construction Manager for increased expenses; and
 - 7.8.3** If the Design Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Design Construction Manager shall be paid for costs associated with said management.

ARTICLE 8 COST OF THE WORK

- 8.1** The term Cost of the Work shall mean costs necessarily incurred by the Design Construction Manager in good faith in the proper performance of the Work approved by the Owner. Such costs shall be at rates not higher than the standard paid at the place of the Project and at the prevailing wage as applicable, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 8.
- 8.1.1** **Labor Costs**
- 8.1.1.1** Wages of construction workers directly employed by the Design Construction Manager to perform the construction of the Work at the site or, at the off-site workshops.

8.1.1.2 Wages or salaries of the Design Construction Manager's supervisory and administrative personnel in connection with performance of the Work when stationed at the site.

8.1.1.3 Wages or salaries of the Design Construction Manager's located at the site.

8.1.2 Subcontract Costs

8.1.2.1 Payments made by the Design Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

8.1.2.2 Cost of premiums for all bonds required entered into under this agreement. Costs of bonds will be presented to the Owner prior to execution with Subcontractors.

8.1.3 Costs of Materials & Equipment Incorporated in the Completed Construction

8.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

8.1.3.2 Cost of materials described in the preceding Clause 8.1.3.1. in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored during the performance of the Work and turned over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design Construction Manager; amounts realized, if any, from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

8.1.4 Costs of Other Materials And Equipment, Temporary Facilities And Related Items

8.1.4.1 Costs, including transportation and maintenance, of all materials, supplies, office equipment, computers, software, temporary facilities and hand tools (not owned by the workmen) consumed in the performance of the Work by the Design Construction Manager. Any items used but not consumed, which are paid for by Owner, shall become the property of the Owner and shall be delivered to Owner upon completion of the Work in accordance with instructions furnished by Owner. Design Construction Manager may, however, agree to purchase any such items from Owner at a purchase price equal to the original cost to Owner less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price which is mutually acceptable to Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.

8.1.4.2 Rental charges of all necessary trailers, machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Design Construction Manager or others, including installation, minor repairs and replacements,

dismantling, removal, transportation and delivery costs thereof. Such rental charges shall be consistent with those generally prevailing in the location of the Project.

8.1.4.3 Costs of removal of debris from the site.

8.1.4.4 Costs in connection with performance of the Work of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

8.1.4.5 Costs of all temporary utilities, fencing, winter conditions, site access remediation or stabilization costs.

8.1.4.6 Site security costs as approved by the Owner.

8.1.5 Miscellaneous Costs

8.1.5.1 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Design Construction Manager is liable.

8.1.5.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Construction Manager is required by the Contract Documents to pay.

8.1.5.3

8.1.5.4 All fuel and utility costs incurred in the performance of the Work.

8.1.5.5 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

8.1.5.6 Deposits lost for causes other than the Design Construction Manager's fault or negligence.

8.1.5.7 Expenses for local travel to and from the site for all of the Design Construction Manager's personnel for all work that is required to be performed at the project site.

8.1.5.8 Expenses for travel, for the Design Construction Manager incurred while traveling in discharge of his duties associated with the work. All long distance travel requiring airfare and overnight accommodations shall be pre-approved by the Owner.

8.1.5.9 Losses and expenses for personal injury and property damage not compensated by insurance or otherwise sustained by the Design Construction Manager in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Design Construction Manager. Such losses shall include settlements, made with the written consent and approval of the Owner.

8.1.6 Other Costs

8.1.6.1 Other costs incurred in the performance of the Work if and to the extent approved in

advance in writing by the Owner.

8.1.6.2 Costs incurred by the Design Construction Manager in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of the Design Construction Manager, or caused by the ordinary mistakes or inadvertence, and not the negligence, of the Design Construction Manager or those working by or through the Design Construction Manager.

8.1.6.3 Demobilization and remobilization costs in the event a stop work order is issued by Owner, or work is stopped for reasons outside of the reasonable control of the Design Construction Manager.

8.1.7 **Emergencies: Repairs To Damaged, Defective Or Nonconforming Work** - The Cost of the Work shall also include costs that are incurred by the Design Construction Manager:

8.1.7.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not caused or capable of prevention through proper performance of the Work by the Design Construction Manager, a Subcontractor or anyone for whom either is responsible.

8.1.7.2 In correcting defective, damaged or non-conforming Work, but only if such Work is performed, supplied or damaged by a Subcontractor, or material supplier and not corrected by them, provided that such defective, damaged or non-conforming Work did not result from the fault or negligence of the Design Construction Manager, and only to the extent that the cost of correcting the defective, damaged or non-conforming Work is not recoverable by the Design Construction Manager from the Subcontractor or material supplier or others and the Design Construction Manager is not compensated therefore by insurance or otherwise. In no event shall the total cost of defective, damaged or non-conforming Work, together with all reimbursable costs, exceed the Estimated Cost of the Work, without written approval in advance from the Owner.

8.1.7.3 Costs as defined herein shall be actual costs paid by the Design Construction Manager, subject to Article 10 of the Agreement. All payments made by the Owner pursuant to this Article 8, whether those payments are actually made before or after the execution on the Contract, are included within the Estimated Cost of the Work specified in Article 7. Provided, however, that in no event shall the Owner be required to reimburse Design Construction Manager for any portion of the Cost of the Work incurred prior to the Commencement Date unless Design Construction Manager has received the Owner's written consent prior to incurring such cost.

8.2 Design Construction Manager hereby agrees and acknowledges that there shall be no duplication of payments for any of the items comprising the Cost of the Work, notwithstanding any itemization or provision contained in the Contract Documents to the contrary, including without limitations, this Article 8.

8.3 The Cost of the Work includes a preliminary Allowance for Unforeseeable Conditions ("Allowance") in

the amount of **TBD** for the sole use by the Design Construction Manager for costs that could not be expected or predicted and were not specifically allocated or budgeted at the time of this Agreement. This preliminary allowance will be amended when the final Guaranteed Maximum Price is established as defined in Article 7.1. The Allowance will not increase the fee or profit of the Design Construction Manager as established in Section 7 and is included in the Guaranteed Maximum Price. All amounts remaining in the Allowance at final completion of the Project shall revert to the Owner.

ARTICLE 9 COSTS NOT TO BE REIMBURSED

9.1 The Cost of the Work shall not include:

- 9.1.1** Salaries and other compensation of the Design Construction Manager's personnel stationed at the Design Construction Manager's principal office or offices other than the site office, except as specifically provided in Article 8.
- 9.1.2** Expenses of the Design Construction Manager's principal office and offices other than the site office except specifically provided in Article 8.
- 9.1.3** Overhead and general expenses, except as may be expressly included in Article 8, including but not limited to the costs of Design Construction Manager's taxes, licenses or other levies in connection with the general conduct of its business, including Federal and State income taxes.
- 9.1.4** The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.

ARTICLE 10 DISCOUNTS, REBATES AND REFUNDS

- 10.1** Cash discounts obtained on payments made by the Design Construction Manager shall accrue to the Owner if (1) the Design Construction Manager received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design Construction Manager with which to make payments. Cash discounts for items or services not paid for by Owner shall accrue to the Design Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design Construction Manager shall make provisions so that they can be secured.

ARTICLE 11 ACCOUNTING RECORDS

- 11.1** The Design Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.

ARTICLE 12

CHANGES IN THE PROJECT

12.1 Scope Change Orders. Any work not contained in the Contract Documents shall be a change and shall be performed by Design Construction Manager only pursuant to a written Change Order to this Agreement issued by Owner if such work increases or decreases the Contract Price. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work Design Construction Manager shall be paid a lump sum acceptable to both parties. If the parties are unable to agree upon a lump sum for the additional work, Design Construction Manager shall be reimbursed for the cost of such work, as determined in accordance with Article 8. If the Change Order causes a decrease in the cost of the Work, the Contract Price shall be decreased by the amount of Design Construction Manager's determination of the decrease of the cost in labor, materials and equipment no longer required, based upon the Schedule of Values furnished pursuant to Paragraph 2.1.3. All Change Orders to the Project Scope shall reflect the following:

- a) A change in the Work;
- b) The amount of the adjustment in the Contract Price; if any
- c) The extent of the adjustment in the Contact Time, if any.

12.2 Concealed Conditions. If concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for under this Agreement, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price and Construction Schedule shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by Design Construction Manager.

12.3 If Owner requests a proposal for a change in the Work from the Design Construction Manager and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design Construction Manager for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

12.4 Construction Change Directives

12.4.1 A Construction Change Directive is a written order or email signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Construction Schedule, or both.

12.4.2 A Construction Change Directive shall be used in the absence of total agreement on an adjustment on the term of a Change Order.

12.4.3 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on 12.6.

12.4.4 Upon receipt of a Construction Change Directive, the Design Construction Manager shall advise the Owner of the Design Construction Manager's agreement or disagreement with the

method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Construction Schedule. Upon agreement with the Contract Price and/or Construction Schedule, Design Construction Manager shall proceed with the change in the work.

- 12.4.5** A Construction Change Directive signed by the Design Construction Manager indicates the agreement of the Design Construction Manager therewith, including adjustment in Contract Price and Construction Schedule or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

12.5 Minor Changes in the Work

- 12.5.1** Minor Changes in the Work do not involve an adjustment in the Contract Price and/or Construction Schedule(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design Construction Manager may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design Construction Manager will record such changes, where appropriate, on the documents maintained by Design Construction Manager and provided in writing to Owner.

12.6 Contract Price Adjustments

- 12.6.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

12.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

12.6.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

12.6.1.3 Cost, fees and any other markups set forth in the Agreement; and

- 12.6.2** If the Owner and Design Construction Manager disagree upon whether Design Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed change to the Work, Owner and Design Construction Manager shall resolve the disagreement pursuant to Article 16 hereof. As part of the negotiation process, Design Construction Manager shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design Construction Manager to perform the services in accordance with Owner's interpretations, Design Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing written order to Design Construction Manager (i) directing Design Construction Manager to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design Construction Manager shall be entitled to submit in its Applications for Payment an amount equal to its reasonable estimated cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to

pay for such services, or to litigate to recover such amounts.

Emergencies

- 12.7.1** In any emergency affecting the safety of persons and/or property, Design Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Construction Schedule(s) on account of emergency work shall be determined as provided in this Article 12.

ARTICLE 13

PAYMENTS TO THE DESIGN CONSTRUCTION MANAGER

13.1 Monthly Progress Payments

- 13.1.1** On or before the Seventh day of each month, Design Construction Manager shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by copies of all necessary supporting documentation, which shall include but not be limited to a sworn statement from Design Construction Manager and sworn statements from any involved subcontractors, suppliers and materialmen, along with partial waivers of lien for any Work for which payment is sought.
- 13.1.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.
- 13.1.3** The Application for Payment shall constitute Design Construction Manager's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design Construction Manager's receipt of payment, whichever occurs earlier.
- 13.1.4** The Owner shall pay the Design Construction Manager no later than thirty (30) days after receipt of Pay Application.
- 13.1.5** Ten percent (10%) of the completed value of the Work shall be withheld from each subcontractor's monthly application for payment. Reduction from the 10% withholding may be considered as a subcontractor nears project completion upon mutual acceptance by Owner and Design Construction Manager.

13.2 Dispute of Payments

- 13.2.1** On or before the date established in Article 13.1.4, Owner shall pay Design Construction Manager all amounts due. The Owner waives the right dispute that the Design Construction

Manager is not entitled to all or part of an Application for Payment, unless the Design Construction Manager is notified in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts the Owner disputes, the reasons and contractual basis for the disputed, and the specific measures Design Construction Manager must take to rectify Owner's concerns. Design Construction Manager and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design Construction Manager may pursue its rights under the Contract Documents, including those under Article 15 hereof.

13.2.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design Construction Manager all undisputed amounts in an Application for Payment within the times required by 13.1.4.

13.3 Right to Stop Work and Interest. If Owner fails to pay Design Construction Manager any amount that becomes due, Design Construction Manager, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 15.9 hereof. All payments due and unpaid, including disputed amounts shall bear interest at the rate set forth in the Agreement.

13.4 Interest. Payments due and unpaid by Owner to Design Construction Manager, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at the rate of one and one-half percent (1.5%) per month.

13.5 Title Free of Liens. The Design Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall pass to the Owner upon receipt of such payment by Design Construction Manager free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Design Construction Manager, at its own expense, shall indemnify, defend and save harmless Owner against Liens filed on the property of Owner by subcontractors, materialmen or suppliers of Design Construction Manager for amounts due them from Design Construction Manager for Work, the cost of which has been paid by Owner to Design Construction Manager.

13.6 Final Payment. For purposes of final payment, the procedure under this Agreement shall be as follows:

13.6.1 The Design Construction Manager shall give written notice to Owner upon Substantial Completion of the Project as defined in paragraph 1.3.9., (AIA standard form AIA-G704 – i.e. the "Certificate of Substantial Completion"). The issuance of the Certificate of Occupancy from the authority having jurisdiction shall establish the date of substantial completion. Upon this date, the parties shall state, in writing, the responsibilities of Owner and Design Construction Manager regarding maintenance, heat, utilities, and risk of casualty, and shall list the items of Work (punch list) to be corrected or completed.

13.6.2 When the parties have mutually agreed upon the Certificate of Substantial Completion, Design Construction Manager shall submit to the Owner's Representative for approval of an Application for Payment of the unpaid balance of the Contract Price for the Project, less an amount equal to 150% of the estimated cost of completing all remaining unfinished items of work shown on the punch list. Failure of Owner to pay the amount specified by Owner's Representative shall constitute a breach of this Agreement and Design Construction Manager shall have no further obligations or responsibility to Owner under this Agreement.

- 13.6.3** Design Construction Manager shall, as soon as possible but in no event later than thirty (30) days, correct or complete the items of work noted on the punch list without additional expense to Owner. Owner's Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction of completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Design Construction Manager.
- 13.6.4** Following full completion of the Work and final inspection and acceptance of the Work by the Owner's Representative, Design Construction Manager shall submit a final Application for Payment for the entire unpaid balance of the contract price, as noted in the final application, along with its sworn statement, the sworn statements of subcontractors (and suppliers and materialmen), duly executed final waiver of lien and provide all subcontractor (and supplier and materialmen) waivers of lien and releases obtained during the Project, all Owner and Maintenance Manuals, all warranties and warranty information, all as-built drawings and any additional necessary closeout documents.

ARTICLE 14 INDEMNITY AND INSURANCE

- 14.1 Indemnity.** To the fullest extent permissible under Illinois law, the Design Construction Manager shall indemnify, defend and hold the Owner harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, which result from the actions or omissions of Design Construction Manager or that of its subcontractors. The Owner shall retain the absolute right to its own choice of counsel to defend any such claims.
- 14.2 Design Construction Manager's Insurance.** The Design Construction Manager shall purchase and maintain the following insurance to cover Design Construction Manager's operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 14.2.1** Workers' Compensation insurance in full compliance with workers' compensation laws of the State of Illinois, together with employer's liability coverage with minimum limits of liability in the amount of:
- \$500,000 each accident Bodily Injury by Accident
\$500,000 policy limit Bodily Injury by Disease
\$500,000 each employee Bodily Injury by Disease.
- 14.2.2** Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:
- Combined single limit: \$1,000,000 bodily injury and property damage each accident.
- 14.2.3** Comprehensive general liability insurance including Independent Contractor's coverage with following minimum limits of liability:
- Combined single limit: \$1,000,000 each occurrence

\$1,000,000 personal & advertising injury
\$1,000,000 general aggregate
\$2,000,000 products/completed operations aggregate
\$2,000,000 aggregate

- 14.2.4** The Design Construction Manager shall carry an umbrella policy to apply excess of the general liability, automobile liability and employer's liability coverages listed above at the following limits of liability: \$5,000,000 each occurrence; \$5,000,000 aggregate.
- 14.2.5** The Design Construction Manager's commercial general liability policy shall also include blanket contractual liability coverage.
- 14.2.6** Professional Liability Insurance with respect to design services in the amount of \$5,000,000, which, if written on a "claims made" basis, shall be maintained in full force and effect for four (4) years after the completion of the Work. If at any time during the four (4) year period, Design Construction Manager shall no longer carry such insurance; it shall provide thirty (30) days prior written notice to Owner.
- 14.2.7** Owner shall purchase and maintain at its sole expense, until the Date of Substantial Completion and acceptance thereof, all-risks of direct physical loss builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials, supplies and equipment intended for specific installation in the Work while in transit, at temporary locations, or delivered to the site but not yet incorporated into the Work). This insurance shall include the interests of Design Construction Manager, Owner, Owner's Representative, subcontractors and sub-subcontractors in the Work, except for the equipment used by the Design Construction Manager, subcontractors and sub-subcontractors associated with their Work, and shall insure against the perils normally insured against in an all-risks direct physical loss builder's risk policy including the perils of flood, quake and terrorism, and shall be deemed the primary insurance as to covered risks.
- Such builder's risk insurance shall be written on a repair or replacement cost basis. The policy (ies) for such insurance shall be secured and maintained by Owner in the full amount of the Contract Price and adjusted for changes in the Contract price affected by the Change Order(s).
- 14.2.8** Any insured loss shall be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of Owner's construction lender. The Design Construction Manager, subcontractors and sub-subcontractors shall have the right to consult with the Owner in any loss adjustment, subject to the rights of any applicable lenders. Owner shall purchase and maintain, until the Date of Substantial Completion, all-risk builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials delivered to the site but not yet incorporated into the improvements). If Owner requests, in writing, that insurance for special hazards be included in the property insurance policy, Design Construction Manager shall, if possible, include such insurance and the cost thereof shall be charged to Owner by appropriate Change Order.
- 14.2.9** All insurance required of Design Construction Manager shall be with insurers having a Best Rating

of at least A-Class VII or better. Certificates of insurance reasonably acceptable to Owner shall be filed with Owner prior to commencement of the Work, and shall name Owner as an additional insured. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Owner.

ARTICLE 15

STOP WORK AND TERMINATION OF THE AGREEMENT

- 15.1 Owner's Right to Stop Work.** Owner may, without cause and for its convenience, order Design Construction Manager in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.
- 15.2** Design Construction Manager is entitled to an adjustment of the Contract Price and/or Construction Schedule(s) if its cost or time to perform the Work has been impacted by any suspension of stoppage of work by Owner unless Owner stops work based on a condition described in Section 15.2.1 below.
- 15.2.1 Owner's Right to Perform and Terminate for Cause.** If Design Construction Manager persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, suppliers or materialmen, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Construction Schedule(s), as such times may be adjusted, (vi) comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 15.3, 15.4 and 15.5 below.
- 15.3** Upon the occurrence of an event set forth in Section 15.2.1 above, Owner may provide written notice to Design Construction Manager that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design Construction Manager's receipt of such notice. If Design Construction Manager fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design Construction Manager of its intent to terminate within an additional seven (7) day period. If Design Construction Manager, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design Construction Manager of such declaration.
- 15.4** Upon declaring the Agreement terminated pursuant to Section 15.3 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design Construction Manager hereby transfers, assigns and set over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design Construction Manager shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design Construction Manager.

Notwithstanding the preceding sentence, if Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design Construction Manager shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expense, incurred by Owner in connection with the re-procurement and defense of claims arising from Design Construction Manager's default, subject to the waiver of consequential damages set forth in Section 16.6 hereof.

- 15.5** If Owner improperly terminates the Agreement for Cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 15 of the Agreement.
- 15.6 Termination for Convenience.** Upon ten (10) days' written notice to Design Construction Manager, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design Construction Manager for the following (with credits for all amounts previously paid):
- 15.6.1** All Work executed and for proven loss, cost or expense in connection with the Work;
- 15.6.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amount due in settlement of terminated contracts with Subcontractors.
- 15.7** In addition to the amounts set forth in Section 15.6 above, Design Construction Manager shall be entitled to receive one of the following as applicable:
- 15.7.1** If Owner terminates this Agreement prior to commencement of construction, Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.
If Owner terminates this Agreement after commencement of construction Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.
- 15.8 Design Construction Manager's Right to Stop Work.** Design Construction Manager may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:
- 15.8.1** Owners failure to provide financial assurances as required under Section 3.7 hereof: or
- 15.8.2** Owner's failure to pay amounts due under Design Construction Manager's Application for Payment.
- 15.9** Should any of the events set forth in Section 15.8 above occur, Design Construction Manager has the right to provide Owner with written notice that Design Construction Manager shall stop work unless said event is cured within seven (7) days from Owner's receipt of Design Construction Manager's notice. If Owner does not cure the problem within such seven (7) day period, Design Construction Manager may stop work. In such case, Design Construction Manager shall be entitled to make a claim for adjustment to the Contract Price and Construction Schedule(s) to the extent it has been adversely impacted by such stoppage.
- 15.10 Design Construction Manager's Right to Terminate for Cause.** Design Construction Manager, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

- 15.10.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 15.1 hereof, provided that such stoppages are not due to the acts or omissions of Design Construction Manager or anyone for whose acts Design Construction Manager may be responsible.
- 15.10.2** Owner's failure to cure the problems set forth in Sections 15.9 above after Design Construction Manager has stopped the Work.
- 15.11** Upon the occurrence of an event set forth in Section 15.10 above, Design Construction Manager may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design Construction Manager shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 15 of the Agreement.
- 15.12 Bankruptcy of Owner or Design Construction Manager.** If either Owner or Design Construction Manager institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
- 15.12.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
- 15.12.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action
- If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.
- 15.13** The rights and remedies under Section 15.13 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design Construction Manager to stop Work under any applicable provision of this Contract.

ARTICLE 16

DISPUTE RESOLUTION

- 16.1** If either Design Construction Manager or Owner believes that it is entitled to relief against the other for

any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. Failure to provide such written notice within 21 days shall not operate as a waiver of either parties' rights and remedies under this Agreement.

- 16.2 Dispute Avoidance and Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 16.3** Design Construction Manager and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design Construction Manager's Representative and Owner's Representative.
- 16.4** If after meeting the Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.
- 16.4.1** If the parties are unable to resolve a dispute pursuant to this Section 16, the method of binding dispute resolution shall be litigation in the Circuit Court of DuPage County.
- 16.5 Consequential Damages.** Notwithstanding anything herein to the contrary, neither Design Construction Manager nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY

- 17.1 Safety Precautions and Programs.** The Design Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs regarding the performance of the Contract, including OSHA and other applicable laws.
- 17.2 Safety of Persons and Property.** The Design Construction Manager shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- 17.2.1** Employees on the Work and other persons who may be affected thereby;
- 17.2.2** The Work and material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody and control of the Design Construction Manager or the Design Construction Manager's subcontractors or sub-subcontractors.
- 17.3** The Design Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.
- 17.4** The Design Construction Manager shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent sites and utilities.
- 17.5** When use or storage of hazard materials or equipment or unusual methods are necessary for execution of the Work, the Design Construction Manager shall exercise the reasonable utmost care and carry on such activities under supervision of properly qualified personnel.
- 17.6** The Design Construction Manager shall promptly remedy (or use its best efforts to remedy) damage and loss to property caused in whole or in part by the Design Construction Manager, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any them, or by anyone for whose acts they may be liable and for which Design Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts they Owner may be liable, and not attributable to the fault or negligence of the Design Construction Manager.

ARTICLE 18 MISCELLANEOUS

- 18.1 Successors and Assigns.** This Agreement shall be binding on the successors, permitted assigns, and legal representatives of the Owner or Design Construction Manager. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.
- 18.2 Governing Law.** This Agreement shall be governed by the law of the State of Illinois and any applicable federal laws.
- 18.3 Ownership of Documents.** The drawings, Specifications and other documents prepared by the Design Construction Manager for this project are instruments of the Design Construction Manager's service for use solely with respect to this Project and, unless otherwise provided, the Design Construction Manager shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Design Construction Manager's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Design Construction Manager's Drawings, Specifications or other documents shall not be used by the Owner or others on other project, for additions to this Project or for completion of this Project by others, unless the Design Construction Manager is adjudged to be in default under this Agreement, except by

agreement in writing and with appropriate compensation to the Design Construction Manager.

- 18.4** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Design Construction Manager's reserved rights.
- 18.5 Representations and Warranties.** Design Construction Manager represents and warrants the following to the Owner which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:
- (i) That it is able to furnish the labor required to manage the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
 - (ii) That it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and over the Work and the Project;
 - (iii) That its execution of this Agreement and its performance thereof is within its duly authorized powers;
- 18.6 Discipline of Employees.** Design Construction Manager shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 18.7 Claims for Damages.** Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.
- 18.8 Written Notice.** All notices, demands and communications required or which either party desires to give or make hereunder shall be in writing signed by or on behalf of the party giving or making the same, and may be served personally, by United States registered or certified mail, return receipt requested, or by a national courier service guaranteeing overnight delivery:

I. To Design Construction Manager:

Wight Construction Services, Inc.
Attn: Jim Nagle
2500 N. Frontage Road
Darien, IL 60561

II. To Owner:

Village of Hinsdale
Attn: Village Manager
19 E Chicago Avenue
Hinsdale, IL 60521

Mailed notices shall be deemed to have been given on the third business day after the date of mailing or

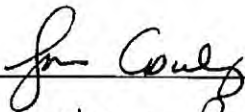
upon receipt by either party if personally delivered and a written receipt signed therefore, or one (1) business day following deposit for overnight delivery with a national courier service guaranteeing overnight delivery. Any party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this subparagraph.

18.9 Access to Work. Owner and its representative shall at all times have access to the Work whenever it is in preparation or progress; provided, however, that such access shall not interfere with the prosecution of the Work by Design Construction Manager, or its subcontractors or sub-subcontractors or jeopardize their safety. Design Construction Manager shall permit and facilitate such access to the Work by Owner, its agents, and public authorities concerned with such work.


18.10 Non Discrimination. The Construction Manages shall fully comply with all applicable federal and state laws of nondiscrimination and equal opportunity laws, orders and regulations. The Construction Manager will not engage in discrimination or harassment against any person, including employees and subcontractors, because of race, sex, color, religion, national origin, ancestry, age, mental status, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

OWNER: Village of Hinsdale

By: 
Its: VILLAGE PRESIDENT
Date: 3/11/18

DESIGN CONSTRUCTION MANAGER: Wight Construction Services, Inc.

By:  JASON DWYER
Its: Group President, Design and Construction
Date: March 7, 2018

Guaranteed Maximum Price Amendment

Date: June 18, 2010

for the following PROJECT:

New Parking Deck

THE OWNER: The Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

THE DESIGN-CM: Wight Construction Services, Inc.
2500 N. Frontage Road
Darien, IL 60561

ARTICLE A.1

A.1.1 Guaranteed Maximum Price

Pursuant to Section 7.1 of the Agreement, the Owner and Design-CM hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Design-CM, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Design-CM's Fee plus the Cost of the Work, as that term is defined in Article 8 of this Agreement.

A.1.1.1 The Contract Sum is guaranteed by the Design-CM not to exceed **Eight Million Four Hundred Sixty-Five Thousand Three Hundred Twenty-Nine Dollars (\$8,465,329.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

Attached Exhibit A

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Credit from Tollway for disposal of spoils	Deduct (\$155,000.00)
Add for Site Utility design changes	Add \$30,000.00

A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Unresolved issues between School District 181 and the Village are not included
Winter Conditions, if required, are not included
Concealed subsurface conditions are not included in the GMAX scope.

A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

See List

A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

See List

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

See List

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

N/A

ARTICLE A.2

A.2.1 The anticipated date of Substantial Completion established by this Amendment:

The Date of Substantial Completion is established as June 15, 2020.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: EPS – Second Read
SUBJECT: Amendment to Intergovernmental School District Agreement with School District 181-Parking Deck
MEETING DATE: June 18, 2019
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve amendment #1 to the Intergovernmental Agreement (IGA) with School District 181 for the parking deck.

Background

As you are aware, the Village is party to an IGA with Hinsdale Community Consolidated School District 181 relative to the design, construction, operation and maintenance of a shared parking deck located at the Hinsdale Middle School site. As you are also aware, the Village entered into the mediation process over certain differences in the design of the parking deck. The IGA amendment incorporates the outcome of the mediation process and subsequent negotiations into a formalized agreement.

Discussion & Recommendation

Attached please find the amendment to the IGA. This IGA amendment with School District 181 has been developed in conjunction with the Village Attorney and the School District 181 legal counsel. Approval by the School Board is anticipated at an upcoming special meeting. Village staff, the Village's owner's representative, and the Village Attorney recommend approval of the amended IGA.

Budget Impact

Certain parking deck budget variances are due to the increase in structural reinforcement of the deck as well as landscaping changes. Costs are dispersed amongst many elements so a certain cost is difficult to quantify. It is estimated that to reinforce the deck was approximately \$200,000.

Village Board and/or Committee Action

The Village Board approved the original IGA on March 6, 2018. On June 13, 2019 the Village Board approved this to be placed on the agenda for a second read.

Documents Attached

1. IGA executed March 2018



REQUEST FOR BOARD ACTION

2. IGA Amendment to the Parking Deck
3. Correspondence from Village Attorney-confidential distribution.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**

This Intergovernmental Agreement is made and entered into as of February 26, 2018, by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and **COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

A. **WHEREAS**, under authority and funding received in a referendum approved November 7, 2016, the School District is currently in the process of constructing a new Hinsdale Middle School ("HMS") on property owned by the School District located at 100 S. Garfield Street, Hinsdale, Illinois ("HMS Campus"), which is immediately adjacent to the Village's central business district, with the subsequent demolition of the current HMS building (overall, the "HMS Reconstruction Project"); and

B. **WHEREAS**, School District's initial contemplation and planning for the HMS Reconstruction Project involved constructing a surface parking lot to meet the parking needs of the HMS Campus as redeveloped under the HMS Reconstruction Project; and

C. **WHEREAS**, for many years the Village has been in need of significantly more parking for employees of businesses in the Village's central business district, for patrons of central business district stores, restaurants and/or other businesses and for commuter parking; and

D. **WHEREAS**, the Parties have a long history of cooperation regarding their respective parking needs on and immediately adjacent to the HMS Campus; and

E. **WHEREAS**, the proposed HMS Reconstruction Project called for the elimination of 50 parking spaces on the HMS Campus used by the Village for many years for patrons of businesses in the Village's Central Business District; and

F. **WHEREAS**, the Parties recognize that the HMS Reconstruction Project (particularly, the demolition of the current HMS building, which is immediately adjacent to the Village's central business district) presents a unique opportunity for the Parties to collaboratively provide a parking facility for shared use by the School District, the Village and the public; and

G. WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide for the execution of agreements between "public agencies" (such as the Village and the School District) for purposes of cooperatively performing any governmental service or exercising any powers or functions which either of such public agencies is authorized to perform, and, in fact, Article VII, Section 10 of the 1970 Illinois Constitution expressly states: "The State shall encourage intergovernmental cooperation;" and

H. WHEREAS, in order to act on this unique opportunity, the School District and the Village jointly have proposed the construction of a shared-use, two-level parking facility ("Parking Deck") on the portion of the HMS Campus where the to-be-demolished current HMS building is located ("Parking Deck Parcel"), as shown in Exhibit "A" attached hereto and incorporated into this Agreement ("Parking Deck Construction Project"); and

I. WHEREAS, site plan and exterior appearance plans, and variation requests for the Parking Deck have been reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees; and

J. WHEREAS, the School District and the Village expressly acknowledge that the constituents/taxpayers of these two "public agencies" are not identical and they note that the terms and conditions of this Agreement expressly take this into account in terms of bearing costs and providing benefits to the public, the School District and the Village; and

K. WHEREAS, with regard to the Parking Deck Construction Project, the School District and the Village previously have entered into an Intergovernmental Agreement dated February 13, 2017 ("2/13/17 IGA") relative to temporary parking arrangements during the HMS Reconstruction Project and a Memorandum of Understanding dated August 3, 2017 ("8/3/17 MOU") relative to interim funding of some aspects of the Parking Deck Construction Project.

NOW THEREFORE, in consideration of the foregoing Recitals (which are made a part of this Agreement) and the Parties' mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the School District hereby agree as follows:

A. GENERAL AGREEMENT (SHARED-USE PARKING DECK).

The Parties hereby agree that, upon the School District's completion of the demolition of the existing HMS building and clearance (per this Agreement) of the Parking Deck Parcel as part of the HMS Reconstruction Project, the Village shall construct, operate and maintain the Parking Deck on the Parking Deck Parcel for shared use by the School District, the Village and the public, as provided in this Agreement. The Parties acknowledge and agree that this Agreement is intended to remain in force for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years, with financial terms set for the first twenty (20) years per Section D(1)(c) below.

B. PARKING DECK CONSTRUCTION PROJECT.

1. Costs. The Parties hereby agree as follows:

a. Village Responsibilities. The Village shall be responsible for all design and constructions costs regarding the Parking Deck, other than the School District Contribution referenced in Section B(3)(a) below and any School District Change Orders referenced in Section B(3)(b) below.

b. School District.

(i) The School District shall not be responsible for:

(aa) Any design or construction costs for the Parking Deck, other than for: (1) the School District Contribution referenced in Section B(3)(a) below; and (2) any cost differential resulting from any School District Change Orders referenced in Section B(3)(b) below;

(bb) Any repair or restoration for public rights-of-way around the HMS Campus resulting from the HMS Reconstruction Project or the Parking Deck Construction Project, but with the exception that the School District shall be responsible, at its sole cost and expense, for certain repair and restoration to Village

rights-of-way surrounding the HMS Campus and a Village parking lot adjoining the HMS Campus ("Washington Street Lot") pursuant to the 2/13/17 IGA, as now expressly detailed in the Village of Hinsdale ROW Scope document dated February 1, 2018, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

(ii) The School District shall be responsible for its obligations regarding the condition of the site at the Turnover of the Parking Deck Parcel for the Village's construction of the Parking Deck, as described in Section B(4)(f) below.

2. Parking Deck Design.

a. **Preliminary Design.** The Parties hereby agree that the final design of the Parking Deck shall be substantially in accordance with the preliminary architectural design ("Preliminary Design") prepared for the School District by architects Cordogan Clark & Associates, Inc. ("Cordogan Clark"), which were reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees. The Preliminary Design is attached hereto and incorporated into this Agreement as Exhibit "C." Such Preliminary Design provides for a two-level parking structure: (i) with brick or brick-look and stone or stone-look accents which are consistent with the architecture and materials for the exterior of the new HMS building; (ii) with not less than three hundred nineteen (319) parking spaces (approximately one hundred eighty-six [186] spaces on the lower level and approximately one hundred thirty-three [133] spaces on the upper level); (iii) with a lower-level access to a storage area for the School District in the lower level of the new HMS building; and (iv) with appropriate lighting (including light-spillage control), access control, security features, landscaping, handicap parking and direct vehicular ingress and egress from/to public rights of way, as required by applicable laws/codes/regulations, by the DuPage County Regional Office of Education, if applicable, and by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees.

b. **Final Plans.** At its expense and in a manner which does not delay or interfere with the HMS Reconstruction Project, the Village shall cause final design drawings, final structural/engineering drawings and final construction drawings and specifications for the Parking Deck (collectively, "Final Plans") to be prepared and approved, on the following terms and conditions:

(i) **School District Approval.** Any material changes from the design aspects of the Preliminary Design described above shall be subject to approval by the School District, which approval shall not be unreasonably withheld, delayed or conditioned. A material change is any change that operationally impacts the use or accessibility of the upper level of the Parking Deck or of the School District's access to the storage area in the lower level of the new HMS building or materially departs from architectural coordination with the design of the new HMS building. In this regard, the Village hereby agrees to report to the School District on a periodic basis during the process of preparing Final Plans, in order to be efficient in dealing with any material changes in design aspects for the Parking Deck.

(ii) **Governmental Approvals.**

(aa) **Village.** The Village shall be solely responsible for obtaining all necessary Village approvals/permits for the Final Plans and for the construction of the Parking Deck. The School District shall cooperate and assist the Village in obtaining all necessary governmental approvals/permits for the Final Plans and for the construction of the Parking Deck as requested by the Village.

(bb) **School District.** To the extent it is necessary for a construction permit for the Parking Deck to be issued by the DuPage Regional Office of Education, the School District shall be responsible for submitting the Final Plans for the Parking Deck to the DuPage Regional Office of Education for their review and issuance of such approval/permit. In such event, in addition to Village requirements, the construction of the Parking Deck also must comply with all regulatory requirements for public school building construction. The School District shall use all reasonable efforts to ensure that the submission, if required to be made, is made in a timeframe that will ensure issuance of the necessary approval/permit prior to the Turnover of the Parking Deck Parcel per Section B(4)(f) below. Any delay in the issuance of such approval/permit that prevents the Village from commencing construction shall be considered delays attributable to the School District. The Village shall cooperate and assist the School District in obtaining the necessary construction permit from the DuPage

Regional Office of Education, as requested by the School District in the event such a permit is necessary.

(iii) **Coordination for Final Plans.** The Parties acknowledge and agree that certain construction details not included in the Preliminary Design will need to be made a part of the construction drawings of the Final Plans in order for the new HMS building to appropriately accommodate the construction of the Parking Deck (e.g. to create a water-tight and structurally appropriate construction tie-in between the Parking Deck and the new HMS building). The Parties agree that such details shall be cooperatively developed between the School District and its consultants and the Village and its consultants.

(iv) **Incorporation of Final Plans.** The Final Plans as approved by all governmental bodies shall be deemed incorporated into this Agreement.

3. **Parking Deck Construction Costs.**

a. **School District Contribution.**

(i) **Amount.** The School District hereby agrees to pay toward the construction costs of the Parking Deck the amount of One Million Three Hundred and Eight Thousand Two Hundred and Fifty-Three and no/100 Dollars (\$ 1,308,253.00) ("School District Contribution").

(ii) **Payment of School District Contribution.** The School District Contribution shall be paid by the School District to the Village in three (3) equal installments. The first installment shall be paid on the Parking Deck Commencement Date (as defined in Section B(4)(g)(iii) below). The second and third installments shall be paid thirty (30) days and sixty (60) days, respectively, after the Parking Deck Commencement Date.

b. **School District Change Orders.** The School District shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design or the HMS Reconstruction Project requested or caused by the School District and resulting in cost increases to the Parking Deck Construction Project (the "School District Change Orders"). The School District shall pay any difference in cost resulting from School District Change Orders. If a School District Change Order approving additional work results in a delay in the

Village's ability to construct the Parking Deck or an increase in the cost of constructing the Parking Deck, the School District shall be required to pay for the increased costs.

c. **Village.** The Village shall pay all costs for the design and construction of the Parking Deck, other than the School District Contribution and differences in costs resulting from any School District Change Orders. The Village shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design requested by the Village and resulting in cost increases to the Parking Deck Construction Project ("Village Change Orders").

4. **General.**

a. **Standards.** The Village shall construct the Parking Deck in a good and workmanlike manner and on a diligent and timely basis, so as not to interfere with or inhibit the normal operations of the new HMS and so as not to delay or obstruct the progress of the HMS Reconstruction Project. The Parking Deck shall comply with the Final Plans and all governmental approvals.

b. **HMS Safety.**

(i) **General.** The Parties acknowledge and agree that the construction of the Parking Deck will take place on a site which immediately adjoins the new HMS building (while school is in session) and which immediately adjoins Hinsdale's central business district. The Village shall be responsible for taking all reasonable actions, implementing all reasonable traffic control and other safety policies and installing all reasonable barriers/warnings/signs in order to ensure the safety of HMS students, School District employees, visitors to HMS and the public during the construction of the Parking Deck and in order to ensure that operation of HMS will not be physically disrupted in an unreasonable manner.

(ii) **Traffic.** The Village and the School District shall meet to discuss and will work together to mutually agree on traffic plans regarding the HMS Campus (including but not limited to parent drop-off and pick-up locations and school bus drop-off and pick-up locations) for the period of the HMS Reconstruction Project and the Parking Deck Construction Project.

c. Schedule. The Village shall provide the School District with a construction schedule prior to commencing construction of the Parking Deck, and shall provide the School District with periodic updates to same in order to keep the School District apprised of Parking Deck construction progress.

d. Change Orders.

(i) Parking Deck. Other than in the case of exigent circumstances, no significant Village Change Orders or significant other changes from the Final Plans to the scope or nature of the work to be performed by contractors working on the Parking Deck Construction Project shall occur without notification to and review and comment by the School District Owner's Representative, which review and comment shall be provided within seven (7) days of Village notification. The Village acknowledges and agrees that any Change Orders that qualify as Village Change Orders per Section B(3)(c) above shall be payable by the Village, regardless of any School District review and comment.

(ii) HMS Construction Project. No significant change orders or significant other changes to the scope or nature of the work to be performed by contractors working on the HMS Reconstruction Project that impact the Parking Deck or the Parking Deck Construction Project shall occur without notification to and review and comment by the Village Owner's Representative, which review and comment shall be provided within seven (7) days of School District notification. The School District acknowledges and agrees that any change orders that qualify as School District Change Orders per Section B(3)(b) above shall be payable by the School District, regardless of any Village review and comment.

e. Meetings.

(i) Preconstruction Meeting. The Parties' respective representatives, architects and construction managers/general contractors shall meet at the Parking Deck construction site at least four (4) weeks before the scheduled start of construction of the Parking Deck. The purpose of such meeting shall be to coordinate the schedules for the Parking Deck Construction Project and the HMS Reconstruction Project, so that the Parking Deck Construction Project will not be interfered with or delayed and the HMS Reconstruction Project will not be interfered with or delayed.

(ii) **Progress Meetings.** After beginning construction of the HMS Reconstruction Project, and continuing through construction of the Parking Deck, the Parties' respective representatives, architects and construction managers/general contractors shall meet at the HMS Campus or Parking Deck construction site, as applicable, at least once a month until the completion of the Parking Deck ("Progress Meetings"). The respective architects and construction managers/general contractors shall have in attendance at these Progress Meetings personnel who are thoroughly familiar with the Parking Deck Construction Project and the HMS Reconstruction Project and who have decision-making authority. The School District or Village "Owner's Representative," as applicable, shall report the actual progress of the work of each project, indicate the status of each key activity of each project, determine the status of each project, and, together with the respective Party's representatives, architects and construction managers/general contractors, mutually arrive at decisions or actions that may be required to maintain the scheduled completion dates for such projects.

(iii) **General.** The Village agrees to invite the School District's "Owner's Representative" and Superintendent (or designee) to all Progress meetings regarding the Parking Deck Construction Project. The School District agrees to invite the Village's "Owner's Representative" and Village Manager (or designee) to all Progress meetings regarding the HMS Reconstruction Project. Each party shall provide at least forty-eight (48) hours' notice of any such Progress Meeting to the School District or Village and their respective "Owner's Representative." No decisions will be made by either party on an administrative or Board level on any matters concerning the HMS Reconstruction Project or Parking Deck Construction Project that materially impact either the Village or School District without written notice to and written consent by the affected party, which consent shall not be unreasonably withheld, delayed or conditioned. Notices shall be given in conformance with Section F(12) below. The cost of attendance of the Village's "Owner's Representative" and the School District's "Owner's Representative" shall be borne by each party respectively.

(iv) Reports to School District Board of Education and Village Board of Trustees. In the event of delays in the HMS Reconstruction Project or Parking Deck Construction Project as reported at any Progress Meeting, the Village or School District, as applicable, agrees to send a representative to the next scheduled meeting of the School District's Board of Education or Village's Board of Trustees in order to provide a report and answer questions.

f. Condition of Site Upon Turnover to Village for Construction.

At the time the Parking Deck Parcel is turned over to the Village for the commencement of construction of the Parking Deck ("Turnover"), the Parking Deck Parcel shall be, at School District expense:

(i) Cleared of surface improvements, the HMS building and foundations, except for the following:

(aa) Earth retention system installed to construct the deeper foundations for the Parking Deck; and

(bb) An asphalt section of approximately five (5) feet in width of the alley along the North property line, which has been requested by the Village to remain in order to provide a working surface for the Village's construction of the Parking Deck, as well as earth cover over the water main that runs under this area.

(ii) Graded, after demolition, with the site left at an average elevation of 715 feet above sea level, with: The perimeter of the site sloping from the 715 elevation to meet the existing grade at the perimeter of the site;

(aa) Some lower areas, if the foundation removal extends below elevation 715, with those areas not filled to maintain the average elevation; and

(bb) The School District to provide the Village with spot elevations on a 20' x 20' grid in the North/South and East/West directions, verifying an average grade of 715 feet above sea level.

(iii) Free of all foundation structures, piping, conduits and fixtures from the existing HMS.

(iv) All utilities from the existing HMS shall have been terminated and any related utility infrastructure on the School District's property shall have been removed to the School District's property line. This includes water, sewer, natural gas, electrical and data transmission cables, piping and/or conduit, but this does not include the following utilities, which shall remain:

(aa) The water main located on the North side of the Parking Deck Parcel; and

(bb) Storm water improvements outside the footprint of the Parking Deck Parcel, as shown on previously approved engineering drawings.

All of the foregoing conditions must be met to the reasonable satisfaction of the Village before the Parking Deck Parcel is accepted by the Village for construction, in accordance with Section B(4)(g) below.

g. Completion of the Parking Deck.

(i) **Schedule.** At the date of this Agreement, the schedule for the HMS Reconstruction Project provides for demolition of the existing HMS building and clearance of the Parking Deck Parcel by the School District by February 25, 2019. The School District shall use best reasonable efforts to meet such date.

(ii) **Turnover.** In order to be able to begin construction of the Parking Deck on a timely basis, the Village shall use best reasonable efforts to have its construction firm schedule February 25, 2019 as their mobilization date for the Parking Deck Construction Project and the Parties shall communicate with each other during the period of the School District's demolition of the current HMS building in order to anticipate and schedule the steps required for Turnover of the Parking Deck Parcel as set forth in Section B(4)(f) above. The School District shall notify the Village in writing that the Parking Deck Parcel is ready for Turnover ("Turnover Notice"). As soon as reasonably practicable after receipt of the Turnover Notice and spot elevations verifying an average grade of 715 feet above sea level on the cleared Parking Deck Parcel per B(4)(f)(ii)(cc) above, the Village shall verify whether all preconditions to Turnover as set forth in Section B(4)(f) above have been met to its reasonable satisfaction. Within seven (7) days after receipt of the Turnover Notice and spot elevations, the Village shall notify the School District in writing either: (aa) that all conditions for Turnover have been met and of its acceptance

of the Parking Deck Parcel for Turnover; or (bb) as to any such conditions which have not been met to the reasonable satisfaction of the Village, in which event the School District's Owner's Representative and the Village's Owner's Representative, together with the respective Party's representatives, architects and construction managers/general contractors, shall use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to confirm compliance with the Turnover conditions, so that the anticipated completion timeframe for the Parking Deck Project may be maintained. If notice of non-compliance is not given in the above-prescribed timeframe, or such timeframe is not extended by mutual agreement of the Parties, then the Parking Deck Parcel shall be deemed to meet the Turnover conditions as of the end of the notice period.

(iii) **Commencement.** The Village shall commence construction of the Parking Deck as soon as reasonably practical after confirmation or deemed confirmation that the Parking Deck Parcel is in compliance with the Turnover conditions set forth in Section B(4)(f) above ("Parking Deck Commencement Date"), but in no event later than thirty (30) days after confirmation or deemed confirmation.

(iv) **Completion.** The Village shall use all reasonable efforts to complete construction of the Parking Deck and open the Parking Deck for use by the Parties within six (6) months after the Parking Deck Commencement Date ("Parking Deck Completion Date"), with the target for completion being the opening of the 2019-2020 school year for HMS, subject only to *Force Majeure* (i.e. events or conditions beyond the reasonable control of the Village, as defined in Section F(11) below) and any delays in the Parking Deck Commencement Date attributable to the School District or other delays attributable to the School District.

(v) **Delays in Completion.** The Parties acknowledge and agree that, if the Parking Deck is not completed and opened for use by the Parking Deck Completion Date for any reason, then:

(aa) **Temporary Parking.** The removal of the temporary parking lot as constructed by the School District for School District employees and visitors to HMS as well as for the general public in the HMS athletic field pursuant to the Parties' 2/13/17 IGA and the School District's restoration of its athletic

field shall be delayed/deferred for a similar period of time as any delay in completion of the Parking Deck ; and

(bb) **Temporary Use of Parks.** In order to help resolve the School District's inability to provide outdoor space for physical education for HMS students at the beginning of the 2019-2020 school year, the Village hereby agrees, if requested by the School District, to allow access to nearby public parks (e.g. Burlington Park; Robbins Park; Veeck Park) for use by HMS students for physical education at no charge to the School District, with the Village also to provide traffic supervision, crossing guards and any other safety measures reasonably required by the School District for having HMS students walk to or be transported to such parks. The School District shall, upon demand, reimburse the Village for the costs associated with traffic supervision, crossing guards, and other safety measures, unless and to the extent any delays in completion of the Parking Deck are the responsibility of the Village.

(cc) **Additional Costs.** If any delays in completion of the Parking Deck are the result of delays caused by the School District, including but not limited to a failure to complete timely Turnover of the Parking Deck Parcel, by February 25, 2019, and such delays result in additional costs to the Parking Deck Construction Project, or require the Village to incur additional charges for design changes in order to timely complete the Parking Deck Construction Project, the School District shall, upon demand from the Village and receipt from the Village of documentation regarding the increased costs, reimburse the Village for such additional incurred costs.

h. **Parking Deck Utilities.** The School District agrees that the Village shall have the right: (i) to utilize the main electrical panel of the new HMS building for electrical service connection regarding the Parking Deck, but with a separate electric meter/submeter for the Parking Deck (in lieu of direct connection to main electrical service lines); (ii) to tap into the sprinkler system of the new HMS building (with use of the HMS building's fire pump) if a sprinkler system will be installed for the lower level of the Parking Deck; and (iii) to connect the Parking Deck fire alarm system to the fire alarm system for the new HMS building, so that any required fire alarm devices (e.g. detectors, pull

stations, notification devices) in the Parking Deck and any activation of the Parking Deck's sprinkler system would be linked to the fire alarm system for the new HMS building (in lieu of a separate stand-alone fire alarm system for the Parking Deck). The Village shall be responsible for the costs of utility connections for the exclusive use of the Parking Deck.

i. **Easements.** The School District agrees that, for the Parking Deck, the Village shall have the right of access to the storm trap installed or to be installed South of the new HMS building. The Village shall have the right, but not the obligation, to access, inspect and perform emergency repairs on all BMP and storm water detention facilities on the HMS Campus throughout the term of this Agreement.

j. **Coordination of Storm Water Permits.** The Parties acknowledge and agree: (i) that, per the School District's architectural and engineering consultants, the portion of the HMS Campus which will be disturbed for demolition of the existing HMS building and for construction of the Parking Deck will have an independent storm water management system that shall meet the DuPage County Storm Water Ordinance, but which will be the subject of subsequent permitting at a later date, as a separate phase from the already-issued permit(s) for the rest of the HMS Reconstruction Project (i.e. for the new HMS building and associated utilities and storm water management features, the temporary parking lot and associated storm water management facilities, and temporary material storage areas); and (ii) That the Parking Deck Parcel will have some overlap into the disturbed area(s) designated for the storm water permit(s) regarding the rest of the HMS Reconstruction Project. The Parties agree to cooperate with regard to designating overlap areas and with regard to the storm water permit application and process for the Parking Deck Parcel. The Village shall be responsible for the costs of the storm water permit for the Parking Deck.

C. **OPERATION OF THE PARKING DECK.**

1. **Allocation of Parking Spaces.** Upon completion of the Parking Deck, the 133 spaces on the upper level of the Parking Deck shall be allocated to the School District ("School District Spaces") and all parking spaces on the lower level of the Parking Deck (approximately 186 spaces) shall be allocated to the Village ("Village Spaces"), subject to the terms and conditions of the Parties' shared use of the Parking Deck as provided in this Agreement or any mutually-agreed written/signed amendment to this Agreement. The Parties agree to cooperate with each other in terms of the design for and the striping of traffic lanes and parking spaces on the upper level of the Parking Deck.

2. School District Spaces.

a. General. School District employees and visitors to HMS shall have unrestricted access to and the right to use the School District Spaces in the Parking Deck at no charge at all times, except as may be arranged for Village use of the School District Spaces in accordance with Sections C(3)(b), C(4) and C(5) below. Use of spaces in the Parking Deck by School District employees and visitors to HMS shall not exceed the number of allowed School District Spaces, except in the case of Designated School District Activities for which the School District's use of some or all Village Spaces is requested and approved, as set forth in Section C(5)(d)(ii) below.

b. Identification of Vehicles. The Village will provide the School District with a sufficient number of parking permits (e.g. window or bumper decals) and access cards (if applicable) for School District employees. The School District shall be responsible for: (i) implementing policies and procedures for visitors with school business using the upper level of the Parking Deck (including but not limited to designating certain parking spaces for visitors); (ii) for monitoring parking by visitors; and (iii) for communicating such policies and procedures and the results of such monitoring to the Village for purposes of the Village's enforcement of parking restrictions/regulation for the Parking Deck. The Parties may from time to time review and modify the methods to be used to identify vehicles which are entitled to park free of charge in School District Spaces.

3. Village Spaces.

a. Public Use. The Village shall determine, in its sole discretion, how to permit the public to park in the Parking Deck, including but not limited to:

(i) Village Spaces. Allowing parking in the Village Spaces on such terms as the Village from time to time may determine, including but not limited to use by: (i) employees of downtown Hinsdale businesses; (ii) patrons of downtown Hinsdale stores, restaurants and/or other businesses; and (iii) commuter parking.

(ii) School District Spaces. Allowing parking in the School District Spaces at times other than during School Hours on School Days (defined in Section C(4) below) or during the times of Designated School District Activities (defined in Section C(4) below), as may be arranged by

mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed. See also Section C(8) below.

b. **School District.** The Parties agree to cooperate with each other in terms of the School District's use of the Village Spaces, as may be arranged by mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed.

4. **School Days/Hours; School District Activities.** For purposes of this Agreement: (i) attendance days for School District staff or students during the regular school year shall be referred to herein as "School Days" and "School Hours" shall be between the hours of 6:00 am and 4:00 pm Central Time; and (ii) scheduled daytime or evening events or activities on the HMS Campus (including but not limited to: back-to-school nights; science fairs and similar events; parent-teacher meetings; faculty development events; HMS "open houses;" designated HMS student events; and designated sporting events taking place on the HMS Campus, including scheduled HMS sporting events and scheduled sporting events which are the subject of School District approval and rental agreements regarding HMS facilities) (collectively, "Designated School District Activities"). For purposes of this Agreement, the applicable periods of time regarding School District parking for Designated School District Activities shall be the times during which the events or activities occur plus one (1) hour before and one (1) hour after such Designated School District Activities. Except for School Days and School Hours and Designated School District Activities, the School District spaces shall be available for general public parking, under terms and conditions determined by the Village.

5. **Parking Deck Use Calendar.**

a. **General.** Prior to the start of each HMS School Year, the Village and the School District shall meet to discuss and will work together to mutually agree on and create an annual calendar regarding their anticipated shared use of the Parking Deck ("Parking Deck Use Calendar").

b. **Content.** The Parking Deck Use Calendar shall include a list of: (i) School Days; (ii) holidays, breaks or other weekdays in the approved school-year School District calendar when HMS is not in session and HMS staff are not required to be present; and (iii) Designated School District Activities.

c. Adjustments. It is understood and agreed by both Parties that the Parking Deck Use Calendar shall be periodically reviewed (such reviews shall take place as needed, at the request of either the School District or the Village) and may need to be periodically adjusted due to unforeseen schedule changes, added/deleted School Days or Designated School District Activities and/or other reasons.

d. Cooperation.

(i) Village Requests. The Parking Deck Use Calendar shall also list known days/nights for which the Village would like to make use of School District Spaces due to anticipated parking needs for the Village's Central Business District (e.g. Christmas Walk). The School District shall make all reasonable efforts to make the School District Spaces available for use by the Village on such requested days/nights/hours, other than for School Hours during School Days or for Designated School District Activities.

(ii) School District Requests. The Parking Deck Use Calendar shall also list known days/nights for which the School District would like to make use of the Village Spaces due to anticipated parking needs in excess of the number of School District spaces (e.g. back-to-school nights; concerts; certain athletic events). The Village shall make all reasonable efforts to make the Village Spaces available for use by the School District on such requested days/nights/hours. For approved uses of the Village Spaces by the School District, the Village shall make all reasonable efforts to temporarily close all or a portion of the Village Spaces or otherwise advise the general public (e.g. by signage) in order to make the Village Spaces available at no charge for such Designated School District Activities.

(iii) Conflicts. The Village expressly acknowledges that the existence of the Parking Deck must not unreasonably interfere with the operation of the adjacent new HMS and, as such, any conflict in terms of access to and use of the upper level of the Parking Deck for School Hours during School Days or for Designated School District Activities shall be resolved in favor of the School District in all instances. The School District acknowledges that any conflict in terms of access to and use of the lower level of the Parking Deck shall be resolved in favor of the Village in all instances.

6. **Other Responsibilities.**

a. **General Maintenance and Repair.** The Village shall be responsible for providing and shall pay all costs of all general maintenance and repair obligations for the Parking Deck, shall keep the Parking Deck in good repair at all times, and shall not permit the Parking Deck to become unsightly or unsafe. Such maintenance and repair activities shall include, but are not limited to: (i) regular periodic cleaning of driving/parking surfaces, walls, ceilings and stairwells; (ii) regular periodic maintenance and cleaning/repair/replacement (as needed) of light fixtures, windows or glass panels, doors and door and other hardware; (iii) regular periodic maintenance and repair/replacement (as needed) of the sprinkler system for the lower level of the Parking Deck, including but not limited to periodic testing of such system (including portions of the system located inside the new HMS building); (iv) maintenance/repair and replacement (as needed) of Parking Deck and related traffic signage; (v) regular periodic garbage removal/collection; (vi) replacement of light bulbs and/or light fixtures as needed; (vii) periodic re-striping of parking spaces, handicap parking spaces, "no parking" areas and directional arrows (if applicable), as needed; and (viii) driving/parking surface repairs and patching, as needed. See also Section D(1) below. The School District will be required to pay an annual fee for maintenance of the Parking Deck's infrastructure. See Section C(6)(f) below.

b. **Landscaping.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as of maintaining and, if/when necessary, replacing all landscaping on or immediately adjacent to and appurtenant to the Parking Deck, including but not limited to landscape islands on the upper level of the Parking Deck, and exterior landscape screening, parkway trees and other landscape treatments required by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees for the Parking Deck.

c. **Security.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing, as well as of maintaining, such other security measures as it deems necessary in and around the Parking Deck, and shall provide all other services the Village deems necessary to ensure the security and safety of the Parking Deck. The Village shall have primary responsibility for responding to emergency situations involving the Parking Deck at all times. School District personnel may assist Village emergency personnel when practicable. Any student or School District employee who may be involved in a disciplinary infraction on the premises of the Parking Deck shall be subject to

School District disciplinary procedures in the same manner as on all other areas of the HMS campus.

d. Utilities. The Village shall pay the costs for all utilities serving the Parking Deck. In the event that the Village determines to install any electric vehicle charging stations in the Parking Deck, the Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as all electricity costs associated with any such charging stations.

(i) Electrical. Because the Parking Deck will utilize a separate electric meter/submeter from the main electrical panel of the new HMS building per Section B(4)(h) above, the Parties agree:

(aa) The Village will use best reasonable efforts to place the billing account for the Parking Deck meter/submeter in the name of the Village and, if this is not permitted by the electrical service provider, the Parties agree to cooperate so that the Village will make direct payments to the electrical service provider for the electricity usage of the Parking Deck.

(bb) The School District shall be permitted to continue its participation in "demand management programs" of the electrical service provider, in order to obtain rebates for reducing the electrical service draw of the new HMS building when requested by the electrical service provider during times of peak electrical service demand.

(ii) Water. In addition to paying the costs for connecting the Parking Deck's lower level sprinkler system to the sprinkler system of the new HMS building (with use of the HMS building's fire pump) per Section B(4)(h) above, the Village shall be responsible for paying for all water use and any related sewer charges for the Parking Deck.

e. Parking Enforcement.

(i) General. The Village shall be responsible for providing and shall pay all costs for purchasing and installing access control features for the Parking Deck and for enforcement of parking restrictions/regulations in the Parking Deck, including but not limited to

enforcing days and hours when the upper level is restricted for the School District's use of the School District Spaces.

(ii) **Fines.** The Parties hereby agree that enforcement of day/hour parking restrictions may include fines to be assessed for violators and towing of unauthorized vehicles from the Parking Deck at the owners' expense (including for School District Spaces), with appropriate notice signage posted in and about the Parking Deck.

(iii) **Periodic Review.** The Parties agree to make all reasonable efforts regarding the establishment of and periodic review and, if necessary, revision of parking restriction policies and mechanisms for the Parking Deck.

f. **Parking Infrastructure.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing any gates, access control systems, pay boxes, security cameras and monitoring/recording system and other parking management systems (collectively, the "Parking Infrastructure") for the Parking Deck. The Village shall own the Parking Infrastructure following installation and shall pay for all maintenance, repair and replacement costs for the Parking Infrastructure following its installation.

g. **"Pay Lot."**

(i) **Village Spaces.** The Village, at its option, may choose to make the Village Spaces of the Parking Deck a "pay lot" and, in such event, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue.

(ii) **School District Spaces.** For any times when the School District Spaces of the Parking Deck are made available for Village use, the Village shall be responsible for implementing any and all policies and procedures for such public use of the School District Spaces, for installing any and all temporary signage indicating public access to the School District Spaces and, if the Village determines to charge the public for such use of the upper level, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue. Any Village use of the School District Spaces of the Parking Deck is subject to the Village's obligations hereunder to allow School District employees and

HMS visitors to park in the School District Spaces in conformance with Section C(2) of this Agreement.

h. **Signage.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing and maintaining signage on, in and adjacent to the Parking Deck clearly indicating areas and days/times reserved for School District parking (e.g. signs at Parking Deck entrances indicating “fee parking,” “parking by permit only” “free parking”) and the Village shall be responsible for enforcing such regulations. The Village also shall be responsible for installing and maintaining signage on Washington Street, in or adjacent to the East/West public alley immediately adjoining the North side of the Parking Deck and on Garfield Street, indicating traffic flow directions for and around the vehicle access points to the Parking Deck.

i. **Snow Removal.** In consideration for the payment to the Village by the School District of the annual amounts set forth in Section D(1) below, the Village shall be responsible for all snow plowing and snow removal obligations and salting/sanding for the driving/parking surfaces of the Parking Deck, as follows:

(i) **Village Responsibilities.**

(aa) **Parking Deck.** The Village shall use best reasonable efforts to promptly plow and remove snow from and, as the Village determines needed, to promptly salt/sand accumulations of snow/ice on the driving/parking surfaces of the upper level of the Parking Deck and shall be responsible for clearing any snow which may accumulate in the lower level of the Parking Deck or in Parking Deck stairwells, as needed.

(bb) **Access Routes.** The Parties acknowledge: (1) that the School District’s temporary access route for student drop-off/pickup areas for the current HMS building during the HMS Reconstruction Project is, and that the access route to the upper level of the Parking Deck and the primary access to student drop-off /pickup areas for the new HMS on the Parking Deck will be, by way of Washington Street, then eastward through the Washington Street Lot and then through a public alley which empties out onto Garfield Street ; and (2) that, beginning in approximately January of 2019, the School District’s temporary student drop-off /pickup areas will be on the East side of Washington Street between Third

Street and Second Street, as such alley will be temporarily closed for the demolition of the current HMS building and for the Parking Deck Construction Project. Pursuant to its normal priorities for plowing of Village rights-of-way, and excluding sidewalks not normally cleared by Village crews or contractors, the Village shall use best reasonable efforts to promptly plow and remove snow from, and, as the Village determines is needed, to promptly salt/sand accumulations of snow/ice on such access routes.

(ii) **Cooperation.** The Parties agree to make all reasonable efforts in terms of establishing and implementing mutually-agreed methods for snow removal, maintaining methods of communication regarding snow removal and having periodic review and, if necessary, revision of the snow removal methods so that snow removal will be coordinated and accomplished in an efficient, economical, time-sensitive and safe manner for the School, District and in accordance with Village snow removal priorities.

7. **Oversize Vehicles; Damage.** The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students (for fire drills or emergency evacuations of the new HMS building), "Type A" school buses or vans weighing 16,500 pounds or less for special education students who must be dropped off and picked up immediately adjacent to an entrance to the new HMS building (main drop-off and pick-up locations for full-size school buses to be located elsewhere on the HMS Campus), snow plowing vehicles weighing 16,500 pounds or less, and ambulances or other emergency vehicles weighing 16,500 pounds or less. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other vehicles exceeding 16,500 pounds and for enforcing such regulations. The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other vehicles in excess of 16,500 pounds (other than emergency vehicles and such vehicles as are necessary to remove accumulated snow from the Parking Deck) shall be allowed on/in the Parking Deck at any time.

8. **Non-Parking Uses (Upper Level).** The Parties acknowledge and agree that any non-parking uses of the upper level of the Parking Deck by the Village (e.g. merchants' "sidewalk sale;" Farmers' Market; shall require the approval of the School District, which approval shall not be unreasonably withheld, and scheduling as part of the Parking Deck Use Calendar referenced in Section C(5) above.

9. **Warranties and Warranty Work.** The Parties acknowledge and agree that, with the Village being responsible for the design, construction and operation/maintenance of the Parking Deck, but with the Parking Deck being on the HMS Campus, all warranties of contractors/subcontractors/suppliers regarding the Parking Deck shall run in favor of the Village and the School District, but the Village shall be responsible for notifying contractors/subcontractors/suppliers as applicable for necessary/requested Warranty work on the Parking Deck, for monitoring all Warranty work and for scheduling all Warranty work in conjunction with the School District.

10. **Unanticipated Costs/Expenses.** The Parties acknowledge and agree that, in the event of unanticipated expenses for the operation of the Parking Deck, the Village shall be responsible for such expenses, unless such expenses are shown to be related to School District use of the School District Spaces or the result of the School District's or its agents' actions or inactions.

D. **GENERAL ADMINISTRATIVE MATTERS.**

1. **Consideration.** The parties acknowledge and agree as follows:

a. **Village.** In the process of obtaining zoning approvals for the Parking Deck and finalizing the terms for this Agreement, it was determined by the Parties that the actual costs for the School District to construct an asphalt surface parking lot on the Parking Deck Parcel (i.e. the basis for the School District Contribution) to meet Village zoning and land use requirements exceeded the preliminary amount for a surface lot originally provided to the School District by its consultants, which amount had been used for purposes of the School District's budget for the November 2016 referendum ("Referendum") that provided funding approval for the HMS Reconstruction Project. The Parties agree that they and their respective consultants have reconciled –that the cost of constructing an asphalt surface parking lot on the Parking Deck Parcel site meeting Village zoning and land use requirements is \$ 2,209,936.00. The Parties have agreed that, in lieu of a payment to the School District in consideration for the use of the Parking Deck Parcel for the Parking Deck: (i) the School District Contribution shall remain limited to \$1,308,253.00, as set forth in Section

B(4)(a)(i) above; (ii) the Village will pay the shortfall amount (\$ 901,683.00) as a part of its obligations to pay for the design and construction costs for the Parking Deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the Parking Deck Completion Date. The Village also agrees to honor a bid submitted by DeGraf Concrete and accepted by the School District regarding increased costs of concrete for the new HMS building and Parking Deck, which increased costs resulted from accommodations to the HMS Reconstruction Project made for the Parking Deck and delays incurred due to litigation against the School District regarding notices for its Referendum for the HMS Reconstruction Project. Prior to this Agreement, certain costs were incurred with Cordogan Clark regarding the architectural design and engineering for the HMS Reconstruction Project in order to accommodate the Parking Deck (including but not limited to providing for a deeper foundation for the new HMS building and providing for electric service connections through the main electrical panel for the new HMS building). The Village agrees to be responsible for resolving with and paying to Cordogan Clark the reasonable amount for such architectural/engineering costs, with the right to contest bills previously submitted by Cordogan Clark for such costs.

b. **School District.** In consideration for the Village taking on the obligations to manage and operate the Parking Deck pursuant to this Agreement, the School District shall pay to the Village an annual amount of \$ 18,620.00, which amount (calculated at \$140.00 per parking space) is the School District's historical cost for annual maintenance of an asphalt surface parking lot, including sealcoating/stripping, curb painting, snow removal, salting, lighting and landscaping maintenance ("Annual Maintenance Amount"). with such Annual Maintenance Amount to be in effect for the first twenty (20) years after the Parking Deck Completion Date. The Parties agree that such Annual Maintenance Amount shall be for the School District's "fiscal years" (i.e. July 1 through the following June 30) ("School Year"). In this regard, the School District shall pay to the Village a prorated portion of the Annual Maintenance Amount for the period from the Parking Deck Completion Date through the end of the 2019-2020 School Year (prorated payment due thirty [30] days after the Parking Deck Completion Date) and for School Years thereafter the Annual Maintenance Amount shall be due on the first day of each July, in order to align with the School District's fiscal year budgets.

c. Adjustments After Twenty (20) Years. The Parties acknowledge and agree:

(i) First Twenty (20) Years. That the anticipated useful life of the Parking Deck is at least forty (40) years, but that the consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall remain in effect for the period of the first twenty (20) years after the Parking Deck Completion Date; and

(ii) Remaining Years. That, for the remaining useful life of the Parking Deck after the first twenty (20) years, the Parties' respective consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall be subject to negotiation and resolution by the Parties for such subsequent period(s) of time as they shall determine, based on: (aa) the Parties' experience with operational costs and expenses and revenues for the Parking Deck; (bb) capital improvements needed to prolong the useful life of the Parking Deck; and (cc) any other factors deemed appropriate by the Parties. All such adjustments to the Parties' respective consideration amounts shall be set forth in written Amendments to this Agreement. The Parties agree to use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to have such Amendments approved and executed at least ninety (90) days prior to the end of the applicable expiring period.

2. Insurance.

a. Parking Deck Construction.

(i) Village. The Village shall provide sufficient property/casualty and liability insurance during the construction of the Parking Deck, with coverage including but not limited to that for any possible damage to the immediately-adjointing new HMS building. The School District acknowledges that, as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck caused by the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions. The Village acknowledges that the School District is self-insured through the Collective Liability Insurance Cooperative ("CLIC"). The Village expressly agrees to have the foregoing insurance requirements, at the option of the School District, provided through CLIC rather than through purchased insurance.

b. **Completed Parking Deck.** Upon completion of the Parking Deck:

(i) **Village.** The Village shall provide liability insurance covering the Parking Deck in the same manner as the Village insures other Village facilities, naming the School District as an additional insured. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **The School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel and the Parking Deck in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck as a result of the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions.

c. **Coverage.** The Parties shall procure/maintain, at their respective expense, insurance which covers the Parties and their respective officials and employees for their use of the Parking Deck pursuant to this Agreement, as follows:

Commercial General Liability (Including contractual liability coverage): \$5,000,000 combined single limit per occurrence for bodily/personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$10,000,000.

d. **Certificates.** Each Party shall furnish the other party with a certificate of insurance or coverage, as applicable, evidencing the required coverage. Said certificates shall provide that, for the duration of this Agreement, the insurance policy or self-insurance shall not be suspended, cancelled or reduced in coverage or amount except after prior notice to the other party pursuant to the notice provisions contained in Section F(12) below herein.

e. **Primary.** Each Party's insurance or self-insurance shall be primary as respects such Party's liability and the other Party's insurance or self-insurance shall not contribute with it. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

f. **General.** Nothing contained in this Agreement shall be construed as a waiver, restriction or limitation of any and all immunities and/or defenses available to either Party in any third-party action, including but not limited to the Illinois Tort Immunity Act.

3. **Damage to the Parking Deck.** The parties acknowledge and agree:

a. **General.** If at any time the Parking Deck is damaged to the extent of less than fifty percent (50 %) of its cost of replacement at the time of such damage, then repairs shall be undertaken pursuant to applicable insurance coverage for the Parking Deck and the Parties agree to cooperate with each other in terms of their shared use of the Parking Deck and the scheduling of repair work.

b. **Material Damage.** If at any time the Parking Deck is damaged to the extent of fifty percent (50 %) or more of its cost of replacement at the time of such damage, then, upon mutual agreement of the Village and the School District, the Parties may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary

parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain, in conformance with Village Codes, School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

4. **End of Parking Deck Useful Life.** The Parties acknowledge and agree that this Agreement is intended to apply for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years. At the end of the useful life of the Parking Deck as mutually determined by the Parties, then, upon mutual agreement of the Parties, the Village and the School District, may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

5. **Indemnifications.**

a. **By the Village.**

(i) **Construction of Parking Deck.** The Village shall indemnify, defend and hold harmless the School District from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the Village's construction of the Parking Deck, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the School District.

(ii) **General.** The Village, to the extent permitted by law, shall indemnify, hold harmless and defend the School District, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related

to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the Village in its performance under this Agreement. The Village shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the School District, its officials, employees and agents, in any such action, the Village shall, at its own expense, satisfy and discharge the same.

b. By the School District.

(i) HMS Reconstruction Project. The School District shall indemnify, defend and hold harmless the Village from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the School District's construction of the HMS Reconstruction Project, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the Village.

(ii) General. The School District, to the extent permitted by law, shall indemnify, hold harmless and defend the Village, its elected and appointed officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the School District in its performance under this Agreement. The School District shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, officers, employees and agents, in any such action, the School District shall, at its own expense, satisfy and discharge the same.

c. No Waiver of Immunity. Neither the School District nor the Village, while performing under the terms of this Agreement, shall be deemed to waive any governmental immunity or defense to which the School District or Village would otherwise be entitled under statute or common law.

6. **Dispute Resolution.**

a. **Mediation.** If either Party fails to comply with its responsibilities for payments under this Agreement or as to performance of any other term, provision or obligation in this Agreement relative to its responsibilities to the other Party, and does not remedy such failure to comply within thirty (30) days after written notice from the other Party, or if the Parties otherwise mutually agree, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Parking Deck Construction Project, the HMS Reconstruction Project, the performance of a maintenance obligation, or other obligations hereunder. The Parties further agree that the cost of mediation shall be shared evenly between the Parties.

b. **Arbitration.** If a dispute is not resolved through mediation within fourteen (14) days after the initial notice requesting such remedy is given, then either party may submit the dispute to binding arbitration before a single arbitrator. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Parties agree that the substantially-prevailing Party shall be entitled to recover its costs and expenses (including but not limited to reasonable attorneys' fees) incurred in such arbitration.

E. **MISCELLANEOUS.**

1. **Governing Law.** The Parties agree that this Agreement and any subsequent Amendment(s) hereto shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois in all respects (e.g. matters of construction, validity, and performance), including but not limited to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, as well as any and all applicable provisions of the Illinois School Code.

2. **Authority.** The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the Parties and signatories hereto.

3. **Amendments.** The terms of this Agreement may be amended only in writing with the mutual approval of the Parties, upon approval by the Board of Trustees of the Village and the School District's School Board. If either Party desires to amend

this Agreement, written notice of such desire/intent shall be given to the other Party at least thirty (30) days in advance of consideration of the subject modifications.

4. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

5. **No Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the other Party.

6. **Necessary Documents.** Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement.

7. **No Waiver.** No deferral to enforce or non-enforcement of any obligation or default of one Party shall be implied from the omission or deferral by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

8. **Performance.** Time is of the essence regarding the Parties' performance of this Agreement.

9. **Service Contractors.** The Parties acknowledge and agree that they may perform their respective maintenance and other obligations hereunder either with their own employees and equipment or, in their sole discretion, through third-party contractors of their choosing; provided that any such contractors shall be sufficiently insured for their actions/work in and about the Parking Deck, with certificates of such insurance provided to the Parties prior to contractors beginning any work in or about the Parking Deck.

10. **Individuals.** No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

11. **"Force Majeure" (Events Beyond Reasonable Control).** For purposes of this Agreement, "Force Majeure" (Events Beyond Reasonable Control) shall include the following, without limitation: impossibility of performance; strikes or other labor disputes; shortages of materials; significant adverse weather conditions or other "acts of God" (including without limitation: storms, wind, tornadoes, floods, earthquake); other casualty events, including without limitation: fires, explosions; floods, acts of government agencies or quasi-governmental agencies, other than the School District and the Village; Court injunctions; acts or threats of terrorism; war).

12. **Notices.** All notices and requests required pursuant to this Agreement shall be sent by email, to the email addresses specified below. If requested by either the Village or the School District, follow-up requests will be sent by certified mail, return-receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to the Village, to:

Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521

Currently:

Ms. Kathleen Gargano
kgargano@villageofhinsdale.org

If to the School District, to:

Superintendent
115 West 55th Street
Clarendon Hills, IL 60514

Currently:

Dr. Don White
dwhite@d181.org

In addition to the addresses specified above, e-mail notices also shall be directed, as follows:

If to the Village, to:

Village President
Currently:
Thomas K. Cauley
tcauley@sidley.com

Assistant Village Manager

Currently:
Bradley Bloom
bbloom@villageofhinsdale.org

Village Representative

Currently:
John Doherty
john.doherty@jdohertyassociates.com

If to the District, to:

Board President
Currently:
Jennifer Burns
jburns@d181.org

Chief Financial Officer & Treasurer

Currently:
Mohsin Dada
mdada@d181.org

CCSD 181 Representative

Currently:
Kerry Leonard
kleonard@d181.org

The Parties agree to provide each other with current lists of officials/representatives, as well as street addresses and e-mail addresses.

13. Entire Agreement. This Agreement, along with "An Intergovernmental Agreement Between the Village of Hinsdale and Community Consolidated School District 181 for Temporary Parking During Hinsdale Middle School Construction" dated February 13, 2017, a "Memorandum of Understanding Between the Village of Hinsdale and Community Consolidated School District 181" dated June 13, 2017, and a Memorandum of Understanding between the Parties dated August 3, 2017, shall constitute the entire agreement of the Parties relative to the construction, operation, cost-sharing and maintenance of HMS and the Parking Deck on the HMS Campus Property owned by the School District, with all prior agreements (other than those listed herein), communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

END
(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed and attested by their proper officials thereunto duly authorized, all as of the date first above written.

VILLAGE OF HINSDALE

By: [Signature]
Thomas Cauley
Village President

Signed: 3/6, 2018

Attest: [Signature]
By: [Signature]
Name: CHRISTINE M. BRITON
Village Clerk
March 6, 2018

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 181

By: [Signature]
Jennifer Burns
Board President

Signed: 2.26, 2018

Attest: [Signature]
By: [Signature]
Name: Meeta Patel
Title: Secretary
2, 2018

EXHIBIT "A"
HMS Campus and Parking Deck Parcel

EXHIBIT "B"
School District Repair and Restoration Obligations

HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The repair and restoration of Village of Hinsdale ROW surrounding the HMS site after construction of the new HMS building was reviewed with Brad Bloom, Rob McGinnis, and John Doherty on February 1, 2018.

The extent of the scope of work for restoration of public right-of-way around the HMS Campus is shown on the attached drawing and includes the following work:

1. Second Street between Lincoln and Washington
 - a. Restoration of the curb cut and entry on the south side of Second Street that serves as the entry to the Temporary Parking Lot
2. Third Street between Washington and Lincoln
 - a. Restoration of the curb cut and entry on the north side of Third Street that serves as the entry to the Temporary Parking Lot
 - b. Removal of the temporary asphalt side walk and restoration of the grass between the Temporary Parking Lot entry and Washington Street
3. Southwest corner of Second Street and Washington
 - a. Replace several sections of sidewalk and grass in the tree lawn to their original condition
4. Washington Street between Second and Third
 - a. 2 inch milling of the street surface and a new 2 ½ inch asphalt finish course, the extent of this work is from Third Street north to the speed table crosswalk, the base project already includes repair of a section of the street for the speed table installation
 - b. Replacement of sidewalk on east side of Washington from Third north to sidewalk already scheduled as new, the base project already includes new sidewalk on the east side of Washington from the Cafetorium entrance walk north to just past the pavement repair included as part of the speed table crosswalk installation
 - c. Striping of Village parking spaces and street to restore this area to the previous condition
5. Public alley and Village parking lot north of HMS property
 - a. Pavement repair at new curb at Washington street entry drive up to the current location of the modular (base project work)
 - b. Full depth patch at all areas where concrete foundations for the modular units were installed
 - c. Repair of any holes left from installation of anchors for Jersey Barriers
 - d. Crack filling, seal coating, and restriping from Washington Street east to the sidewalk to the First Street stair

HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The following items were not discussed at the meeting but are included in the base project work and have already been reviewed and approved by the Village engineering department

6. Third Street between Washington and Garfield
 - a. New sidewalk connection from circle drive walk to public sidewalk
 - b. Replacement of sidewalk from east side of circle drive east to just before the Garfield sidewalk
 - c. Removal of curb cut on the north side of Third Street near Garfield
 - d. Restoration of the tree lawn from the Circle drive east
7. Garfield at old HMS parking lot entry
 - a. Replacement of sidewalk
 - b. Removal of curb cut
 - c. Restoration of tree lawn
 - d. Street repair for utility installation

This is a detailed architectural floor plan of a building, likely a school or institutional structure, oriented with a central courtyard. The plan includes the following features:

- Central Courtyard:** A large open space with a central fountain or circular feature, surrounded by a walkway and landscaping.
- Large Hall:** A prominent rectangular hall on the left side of the plan, possibly a gymnasium or assembly hall, with a large staircase leading to an upper level.
- Kitchen and Dining Area:** Located on the right side, featuring a kitchen with a sink and stove, and an adjacent dining area with tables and chairs.
- Classrooms/Study Rooms:** Numerous smaller rectangular rooms, some with built-in desks and chairs, arranged around the central hall and courtyard.
- Corridors:** A network of hallways connecting the various rooms and the central courtyard.
- Entrances:** Several points of entry, including a main entrance at the bottom left and side entrances along the courtyard walls.
- Labels:** The word "STREET" is written vertically on the right side of the plan. The word "JAN" appears at the bottom right corner. Other smaller labels include "STAIRS", "KITCHEN", "DINING", and "CLASSROOMS".
- Scale Bar:** A horizontal line with markings at the bottom of the plan, indicating a scale of 0 to 100 feet.
- Orientation:** The plan is oriented with the main entrance at the bottom left, and the central courtyard at the top.

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EXHIBIT "C"
Preliminary Design (Parking Deck)



Revised per the PC with brick on Stair Structure



Revised per the PC with brick on Stair Structure



Revised per the PC with brick on Stair Structure

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**

This Amendment to an Intergovernmental Agreement (the "Amendment") is made and entered into as of the date last written below (the "Effective Date"), by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and **COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

A. WHEREAS, the Village of Hinsdale is a municipality with its principal office and place of business located at 19 E. Chicago Avenue, Hinsdale, Illinois 60521.

B. WHEREAS, Hinsdale Community Consolidated School District 181 is an Illinois school district with its principal office and place of business located at 115 West 55th Street, Clarendon Hills, IL 60514.

C. WHEREAS, the Village and School District entered into several agreements related to the design and construction of a parking deck (the "Parking Deck") on property owned by the School District and located at 100 South Garfield Avenue, Hinsdale, Illinois (the "Project"). The most recent agreement between the Parties is the intergovernmental agreement related to the design and construction of the Parking Deck, which was fully executed and circulated on or about March 6, 2018 (the "IGA").

D. WHEREAS, a dispute between and among the Parties relative to design of the Parking Deck was submitted to mediation on February 8, 2019 and February 26, 2019, before Mediator Charles B. Lewis (the "Mediation").

E. WHEREAS, a Memorandum of Understanding ("MOU") containing certain understandings between the Parties reached at the February 8, 2019 session of the Mediation was signed by legal counsel for both the Village and School District on February 8, 2019.

F. WHEREAS, the Parties have since worked to resolve their remaining differences, and now desire to memorialize both the terms of the MOU and understandings reached subsequent to the Mediation in this Amendment.

G. WHEREAS, on March 22, 2019, the Village caused plans for the Parking Deck to be issued for bid (the "Final Plans"), and upon award of bids, the Parking Deck will be constructed in accordance with the Final Plans (the "Work").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereby amend the IGA as follows:

1. **Definitions.** All terms defined in the above recitals are incorporated into this Amendment. All terms used in this Amendment have the same meaning as in the IGA.

2. **Order of Precedence.** To the extent of any conflict between this Amendment and the IGA, this Amendment controls.

3. **Design and Construction of the Parking Deck.** The Village shall cause the Parking Deck to be designed and constructed in accordance with the following requirements:

a. The live load for the upper level of the Parking Deck, including and not limited to parking stalls, drive aisles, lobbies, stairs and sidewalks, shall be a minimum of one hundred (100) pounds per square foot.

b. Section C(7) of the IGA is hereby revised to read in its entirety as follows:

7. **Oversize Vehicles; Damage.** The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students for fire drills or emergency evacuations of the new HMS building, snow plowing vehicles and snow plowing equipment. No vehicle on the upper level shall exceed a gross vehicle weight of 8,000 pounds, except as otherwise provided in this Section. If either Party's operations or obligations under the IGA require in a specific instance that this limitation be exceeded, that Party shall in writing describe to the other Party the specific scenario and the equipment proposed to be used, supported by the written verification by a qualified structural engineer that the specific use is structurally acceptable, and shall obtain the other Party's written consent to such specific instance of use, which shall not be unreasonably withheld, delayed or conditioned. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other overweight vehicles, and for enforcing such regulations. Such signage shall consist of placards installed on the height restrictor bars described in Section 3(h) of the Amendment, below, indicating: "Maximum Gross Vehicle Weight 8,000 lbs." The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other overweight vehicles shall be allowed on/in the Parking Deck at any time.

c. The driveway of the upper deck of the Parking Deck shall consist of a 24' wide traffic lane.

d. The Type "A" school bus previously referenced in and removed from Section C(7) of the IGA shall now be located in a curb cut lane on Garfield Street, in accordance with Sheet C2.02 of the Final Plans (the "Bus Location"). The design of the

Bus Location shall be detailed and dimensioned by supplemental drawings to be issued by the Village's architect, and such supplemental drawings are subject to written approval of the School District, which approval shall not be unreasonably withheld, delayed or conditioned.

e. The northeast stair tower reflected in the Preliminary Design may, in the sole discretion of the Village, be eliminated from the design and construction of the Parking Deck. If the Village decides to eliminate this stair tower, then the design and construction of the Project with respect to the unoccupied northeast corner of the upper deck shall include one additional parking space. In order to provide said parking space, the width of the landscape island at the south end of the parking row adjacent to the unoccupied space shall be reduced by 1.8' from the width reflected in the Final Plans. In the discretion and at the cost of the School District, the School District may add landscaping elements to this space to enhance the aesthetic view from street level.

f. Section C(8) of the IGA is hereby revised to delete reference to farmers' markets and merchants' sidewalk sale.

g. The landscape design for the Project is attached and incorporated herein as **Exhibit A** (the "Landscape Plan"). The Village shall cause the Parking Deck to be designed and constructed in accordance with the Landscape Plan. Once the landscaping is installed, the School District shall actively discourage students and others from littering within or around the landscaped areas, and shall take reasonable steps to prevent plantings from being damaged by students or others.

h. The two entrances to the upper level of the Parking Deck shall be constructed with overhead height restrictor bars as drawn and detailed on Sheets C2.02, A2.02, A4.01 of the Final Plans. Sheets C2.02 and A2.02 show differing locations for the height restrictor bars, and this conflict shall be resolved by supplemental drawings to be issued by the Village's architect, and such supplemental drawings are subject to written approval of the School District, which approval shall not be unreasonably withheld, delayed or conditioned.

4. **Zoning.** The Village represents and warrants that any portions of the Final Plans that differ from the Preliminary Design and require approval of the Village Board of Trustees or of Village Commissions, Committees or Boards, have or will have been reviewed and approved by such Commissions, Committees, and/or Boards, as applicable, prior to the commencement of the Work, or waivers of such requirements will have been obtained.

5. **ROE Permits.** The Village shall cause its architect to prepare and seal, for review and execution by the District's Superintendent, DuPage Regional Office of Education Form 36-10 (Application for Building Permit), along with all other forms and submittals required by the DuPage Regional Office of Education (the "ROE"), and to provide such completed forms and submittals to the District such that the School District may submit such documents to the ROE for issuance of a building permit and the building permit can be and is issued prior to commencement of the Work. Prior to occupancy or use of the Parking Deck after completion of the Work, the

Village shall cause its architect to prepare and seal, for review and execution by the District's Superintendent, DuPage Regional Office of Education Form 36-15 (Application for Occupancy Permit), along with all other forms and submittals required by the ROE, and to provide such completed forms and submittals to the District for submittal to the ROE for issuance of an Occupancy Permit, such that the occupancy permit can be and is issued as soon as possible after completion of the Project, and before occupancy or use of the Parking Deck. The School District's Board of Education hereby authorizes its Board President and Superintendent to execute the forms referenced in this Section.

6. **Submittals and As-Built / Record Drawings.** Prior to final payment to its contractor(s) for the Work, the Village shall submit to the School District one hardcopy set and one electronic set of all submittals, shop drawings, change orders, installation and operating manuals, warranty documents, and as-built or record drawings related to the Parking Deck.

7. **Costs and Expenses.** The Village shall bear all costs, expenses and fees related to the design and construction changes referenced in this Amendment, except for the cost of any additional landscaping elements that the School District may desire to add in accordance with Section 3(e), above.

8. **Attorneys' Fees.** Each Party agrees to bear its own respective attorneys' fees, design and consulting fees, and other costs and expenses with respect to the Mediation and with respect to the matters resolved by this Amendment.

9. **Resolution of Claims.** Except to the extent necessary to enforce this Amendment, each Party hereby waives and releases, and agrees that it shall not assert against the other Party, any claim arising from: (a) the issues resolved by this Amendment; (b) the timing of the Effective Date of this Amendment; (c) the effect, if any, that this Amendment has or may later have on the schedule for design and/or construction of the Parking Deck.

10. **Integration.** This Amendment, together with the IGA, constitutes the complete agreement of the Parties with respect to its subject matter, and there are no other representations, promises or agreements concerning this Amendment or the IGA, except as contained herein. This Amendment and the IGA may only be later modified by the written agreement of the Parties.

[Remainder of page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Amendment to an Intergovernmental Agreement on the date last written below.

VILLAGE OF HINSDALE

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 181

By: _____
Thomas Cauley
Village President

By: _____
William Merchantz
Board President

Signed: _____, 2019

Signed: _____, 2019

Attest:

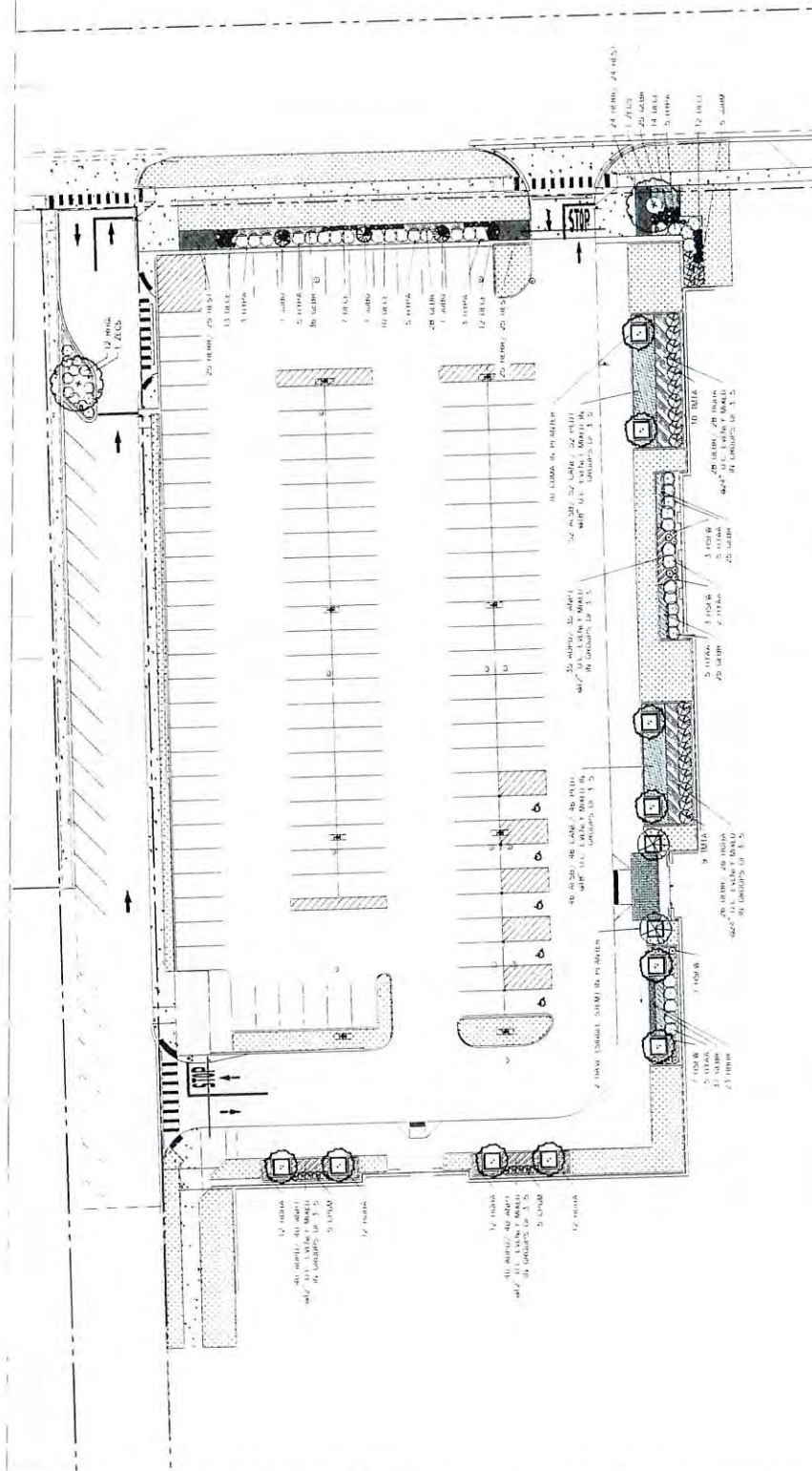
Attest:

By: _____
Christine Bruton
Village Clerk
_____, 20__

By: _____
Name: _____
Title: _____
_____, 20__

Exhibit A

LANDSCAPE PLAN



PLANT MATERIAL LIST

[illegible]

PLANTER SCHEDULE

Model	MAE on Δ (mmHg)	MAE on Δ (mmHg)	MAE on Δ (mmHg)
Model 1	1.1	1.1	1.1
Model 2	1.1	1.1	1.1
Model 3	1.1	1.1	1.1
Model 4	1.1	1.1	1.1
Model 5	1.1	1.1	1.1
Model 6	1.1	1.1	1.1
Model 7	1.1	1.1	1.1
Model 8	1.1	1.1	1.1
Model 9	1.1	1.1	1.1
Model 10	1.1	1.1	1.1
Model 11	1.1	1.1	1.1
Model 12	1.1	1.1	1.1
Model 13	1.1	1.1	1.1
Model 14	1.1	1.1	1.1
Model 15	1.1	1.1	1.1
Model 16	1.1	1.1	1.1
Model 17	1.1	1.1	1.1
Model 18	1.1	1.1	1.1
Model 19	1.1	1.1	1.1
Model 20	1.1	1.1	1.1
Model 21	1.1	1.1	1.1
Model 22	1.1	1.1	1.1
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Model 24	1.1	1.1	1.1
Model 25	1.1	1.1	1.1
Model 26	1.1	1.1	1.1
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Model 83	1.1	1.1	1.1
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Model 85	1.1	1.1	1.1
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Model 88	1.1	1.1	1.1
Model 89	1.1	1.1	1.1
Model 90	1.1	1.1	1.1
Model 91	1.1	1.1	1.1
Model 92	1.1	1.1	1.1

LEGEND

- the same. But I believe that information on education, the amount of training, and the amount of experience is not only useful, but also necessary, to make the most of the information on the job itself. I think that the information on the job itself is the most important, but it is not the only one. I think that the information on the job itself is the most important, but it is not the only one. I think that the information on the job itself is the most important, but it is not the only one.



100% (100%)



wight

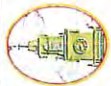
Wight & Company
wightco.com

2500 North Everidge Road
Darien, IL 60551
P 630.949.7000
F 630.949.7979



VILLAGE OF HINSDALE
19 E. Chicago Avenue
Hinsdale, IL 60521

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VILLAGE OF HINSDALE

wight

Wight & Company
Architects, Ltd.

2200 Madison Avenue, Suite 200
Hinsdale, IL 60521

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FAX: 630.961.1001
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DESIGN
DESIGN MANAGEMENT



North

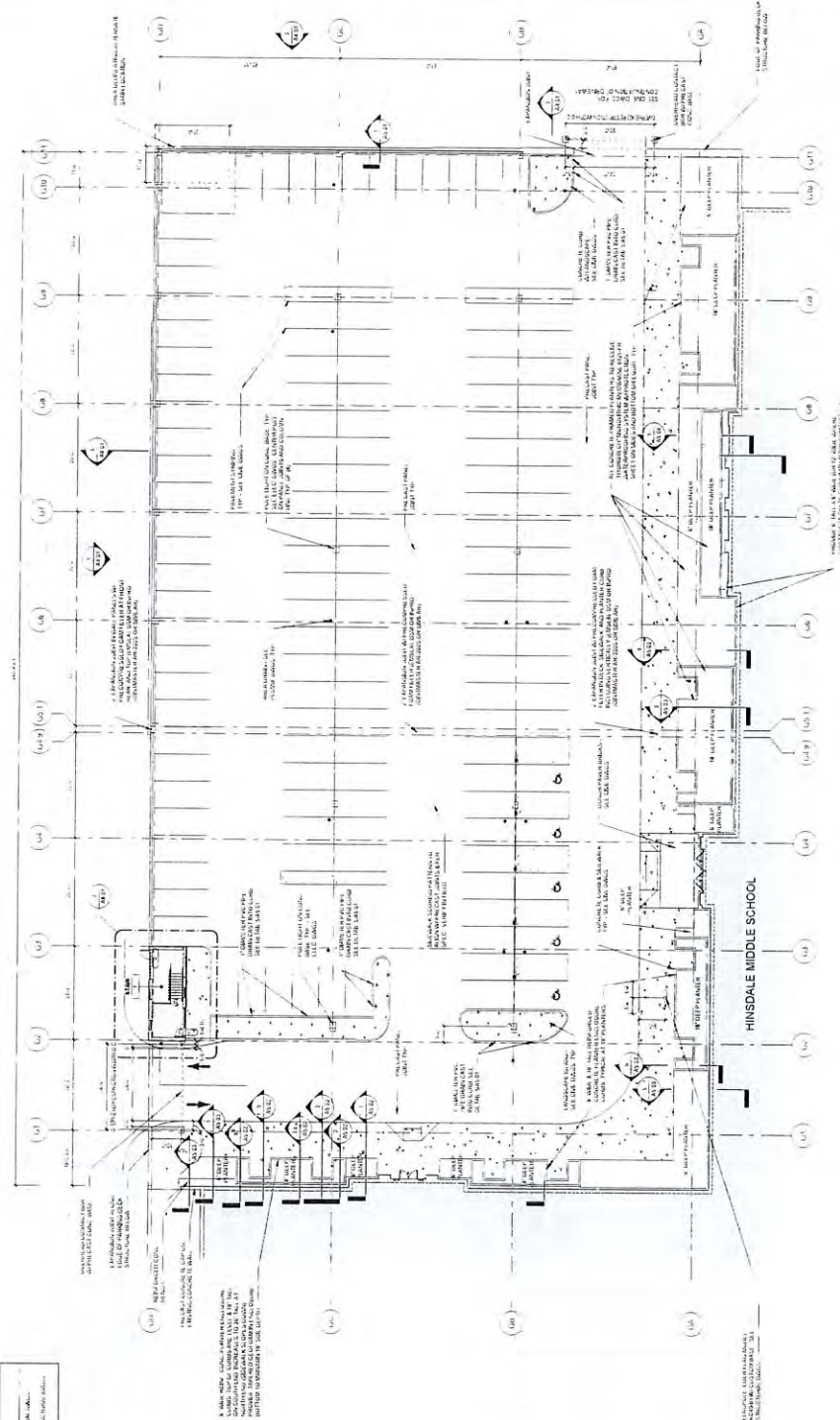
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VILLAGE OF
HINSDALE PARKING
DECK

100 S. GARFIELD STREET
HINSDALE, IL 60521

UPPER LEVEL FLOOR
PLAN

A2.02



UPPER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

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VILLAGE OF HINSDALE

wight

2000 North Main Street
Hinsdale, IL 60521
P: 630.329.7400
F: 630.329.7979

DESIGN
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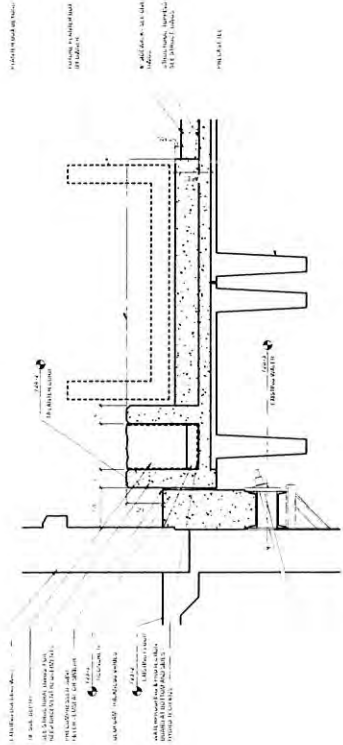
**VILLAGE OF
HINSDALE PARKING
DECK**

100 S. CARPENTER STREET
HINSDALE, IL 60521

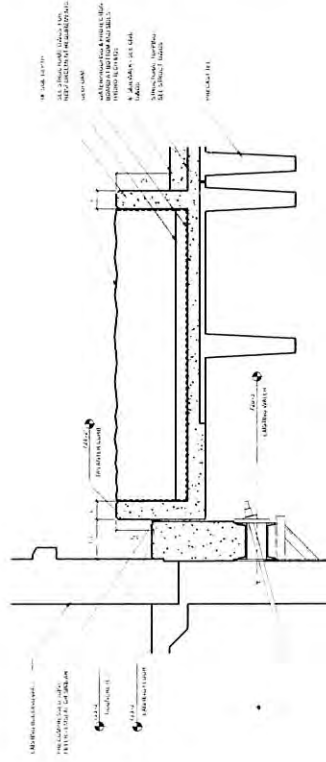
PLANTER DETAILS

DESIGN

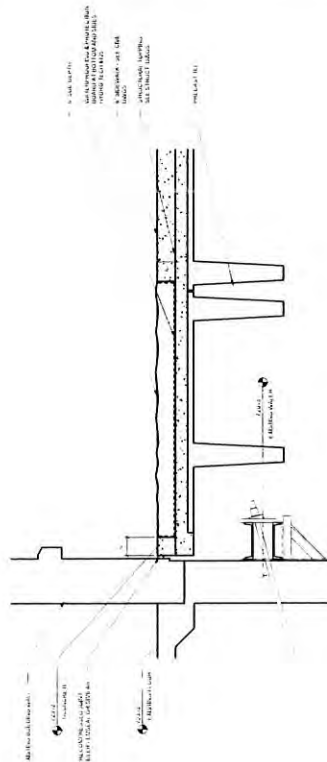
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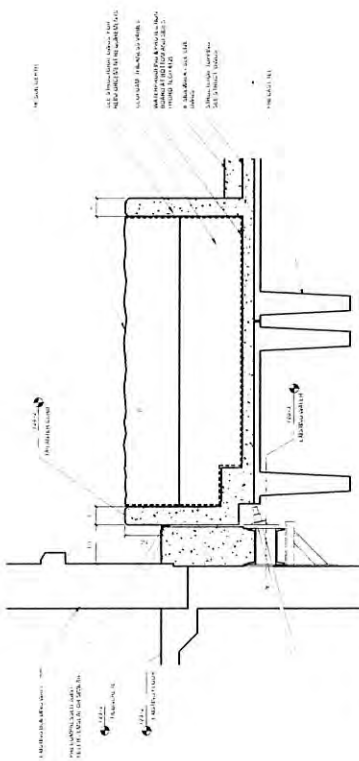
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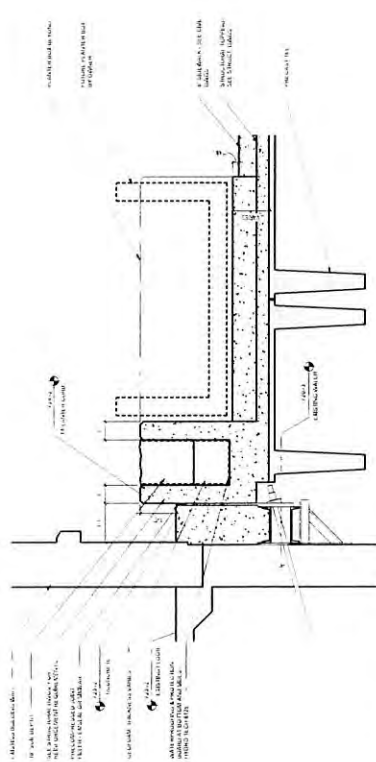
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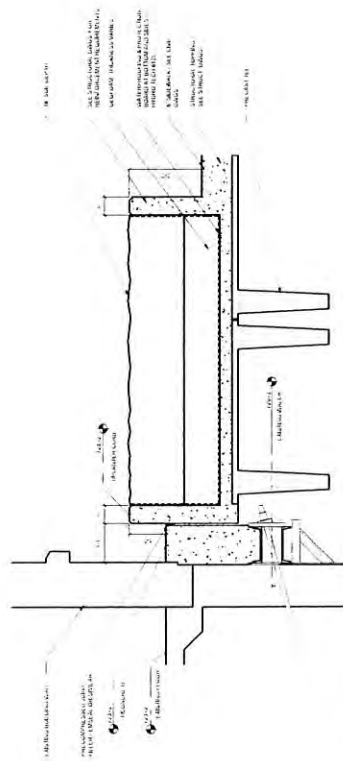
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(4) PLANTER DETAIL



(5) PLANTER DETAIL



(6) PLANTER DETAIL

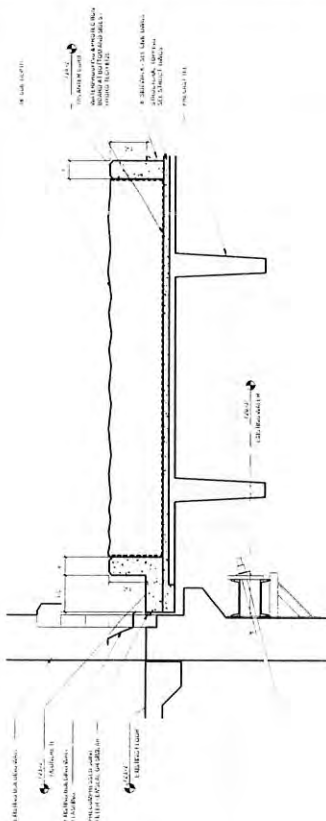


VILLAGE OF HINSDALE

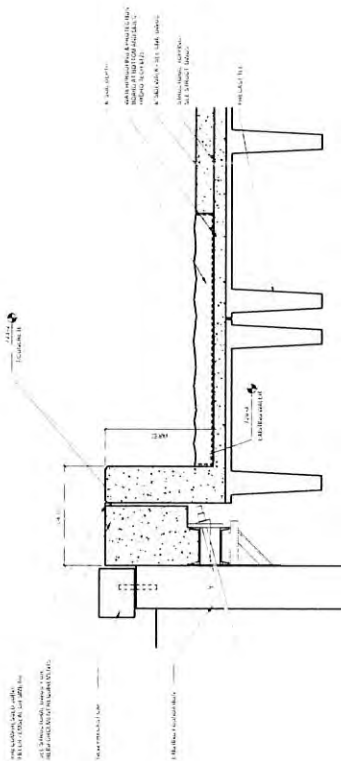
Wight

Angela B. Long, AIA
Principal Architect
100 S. Garfield Street
Hinsdale, IL 60521
P: 630.957.7300
F: 630.957.7329

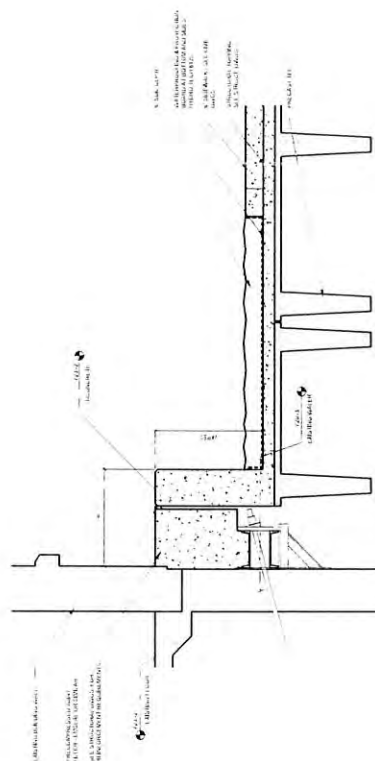
DESIGN
Design Multiphase



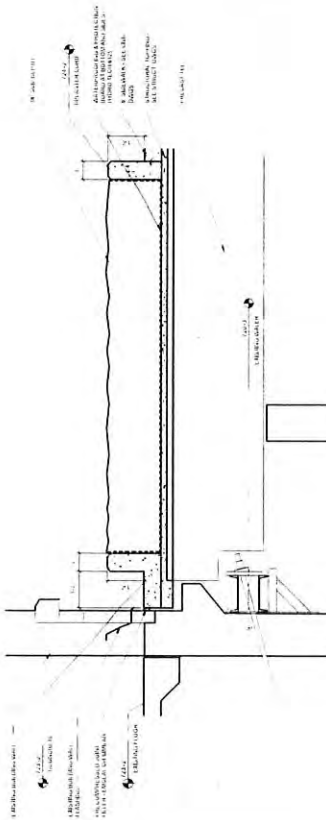
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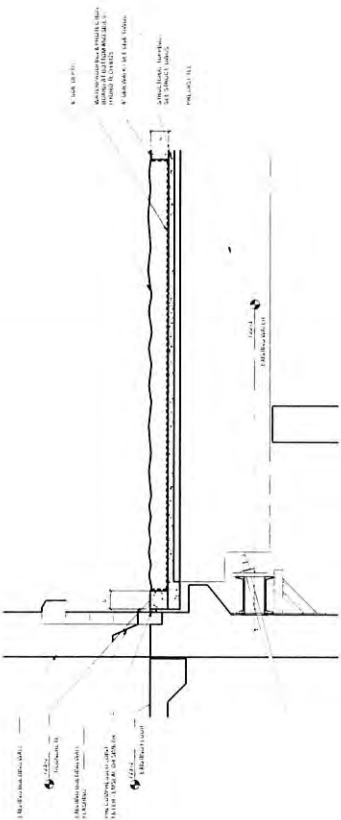
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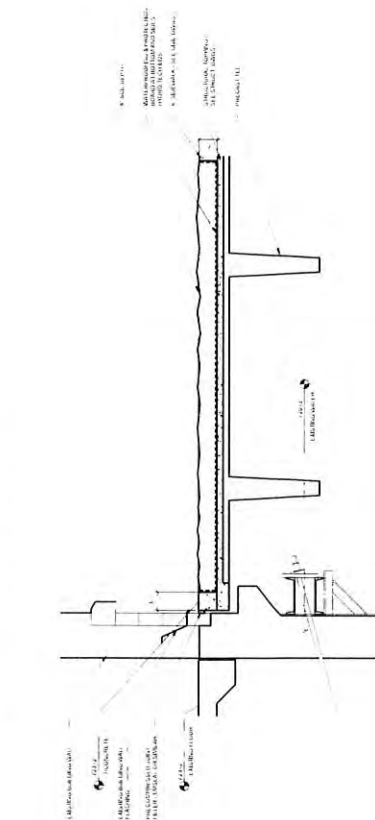
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Project: Village of Hinsdale
Sheet: A5.03

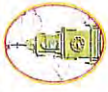
**VILLAGE OF
HINSDALE PARKING
DECK**

100 S. GARFIELD STREET
HINSDALE, IL 60521

PLANTER DETAILS

Project No.:
Sheet No.:
Date:

A5.03

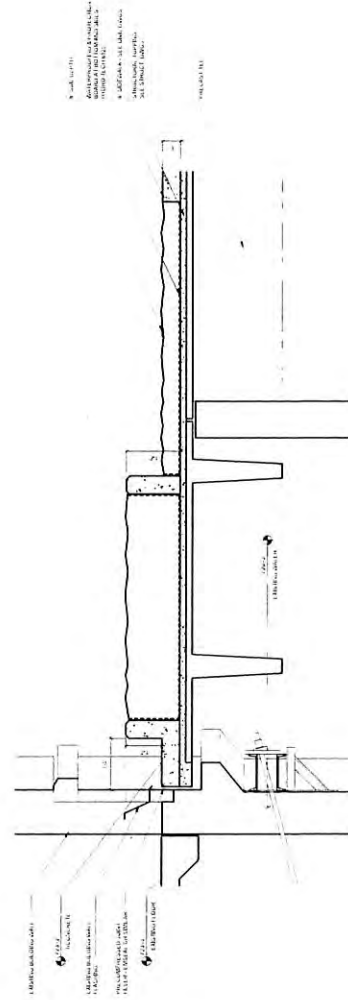


VILLAGE OF HINSDALE

wight

Wight & Company
2500 North Village Road
Hinsdale, IL 60521
630.980.4100
www.wightco.com

DESIGN
DESIGN MANAGEMENT



(1) DETAIL - PARKING DECK DETAIL FOR HINSDALE STREET PARKING DECK

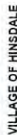
Wight & Company
2500 North Village Road
Hinsdale, IL 60521
630.980.4100
www.wightco.com

**VILLAGE OF HINSDALE
PARKING
DECK**

HINSDALE STREET
HINSDALE, IL 60521

PLANTER DETAILS

A5.04



wight

2000 Faints e ronzio: Mest
Lancini R. 602.3)

DISMAN

NOT FOR CONSTRUCTION

	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-2263	2263-2264	2264-2265	2265-2266	2266-2267	2267-2268	2268-2269
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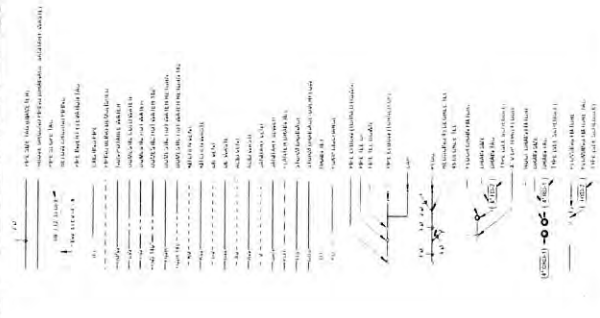
VILLAGE OF
CHINSDALE PARKING
DECK

100 S. GARFIELD STREET
WINSDALE, IL 60521

NOTES & SYMBOLS

P.O.01

PLUMBING AND PIPING SYMBOLS



ABBREVIATIONS

[illegible]

GENERAL NOTES

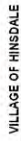
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PLUMBING PIPING MATERIALS SCHEDULE

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Project B	Project B Description	Project B Status	Project B Manager	Project B Lead	Project B Sponsor	Project B Stakeholders	Project B Risks	Project B Issues	Project B Comments
Project C	Project C Description	Project C Status	Project C Manager	Project C Lead	Project C Sponsor	Project C Stakeholders	Project C Risks	Project C Issues	Project C Comments
Project D	Project D Description	Project D Status	Project D Manager	Project D Lead	Project D Sponsor	Project D Stakeholders	Project D Risks	Project D Issues	Project D Comments
Project E	Project E Description	Project E Status	Project E Manager	Project E Lead	Project E Sponsor	Project E Stakeholders	Project E Risks	Project E Issues	Project E Comments
Project F	Project F Description	Project F Status	Project F Manager	Project F Lead	Project F Sponsor	Project F Stakeholders	Project F Risks	Project F Issues	Project F Comments
Project G	Project G Description	Project G Status	Project G Manager	Project G Lead	Project G Sponsor	Project G Stakeholders	Project G Risks	Project G Issues	Project G Comments
Project H	Project H Description	Project H Status	Project H Manager	Project H Lead	Project H Sponsor	Project H Stakeholders	Project H Risks	Project H Issues	Project H Comments
Project I	Project I Description	Project I Status	Project I Manager	Project I Lead	Project I Sponsor	Project I Stakeholders	Project I Risks	Project I Issues	Project I Comments
Project J	Project J Description	Project J Status	Project J Manager	Project J Lead	Project J Sponsor	Project J Stakeholders	Project J Risks	Project J Issues	Project J Comments
Project K	Project K Description	Project K Status	Project K Manager	Project K Lead	Project K Sponsor	Project K Stakeholders	Project K Risks	Project K Issues	Project K Comments
Project L	Project L Description	Project L Status	Project L Manager	Project L Lead	Project L Sponsor	Project L Stakeholders	Project L Risks	Project L Issues	Project L Comments
Project M	Project M Description	Project M Status	Project M Manager	Project M Lead	Project M Sponsor	Project M Stakeholders	Project M Risks	Project M Issues	Project M Comments
Project N	Project N Description	Project N Status	Project N Manager	Project N Lead	Project N Sponsor	Project N Stakeholders	Project N Risks	Project N Issues	Project N Comments
Project O	Project O Description	Project O Status	Project O Manager	Project O Lead	Project O Sponsor	Project O Stakeholders	Project O Risks	Project O Issues	Project O Comments
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Project Q	Project Q Description	Project Q Status	Project Q Manager	Project Q Lead	Project Q Sponsor	Project Q Stakeholders	Project Q Risks	Project Q Issues	Project Q Comments
Project R	Project R Description	Project R Status	Project R Manager	Project R Lead	Project R Sponsor	Project R Stakeholders	Project R Risks	Project R Issues	Project R Comments
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Author's Address: Department of Psychology, University of California, San Diego, La Jolla, CA 92037, U.S.A.; e-mail: jay@ucsd.edu

NOTE



wight

At the time of the accident, the defendant was driving a 1990 Ford Taurus. The defendant was driving on a two-lane road with a center turn line. The defendant was driving in the left lane and was approaching a curve in the road. The defendant was driving at a speed of approximately 40 miles per hour. The defendant was driving in the left lane and was approaching a curve in the road. The defendant was driving at a speed of approximately 40 miles per hour.



Design Manager



NOT FOR CONSTRUCTION

1	1. QUESTION	1. QUESTION	1. QUESTION
2	2. ANSWER	2. ANSWER	2. ANSWER
3	3. QUESTION	3. QUESTION	3. QUESTION
4	4. ANSWER	4. ANSWER	4. ANSWER
5	5. QUESTION	5. QUESTION	5. QUESTION
6	6. ANSWER	6. ANSWER	6. ANSWER
7	7. QUESTION	7. QUESTION	7. QUESTION
8	8. ANSWER	8. ANSWER	8. ANSWER
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10	10. ANSWER	10. ANSWER	10. ANSWER

**VILLAGE OF
HINSDALE PARKING
DECK**

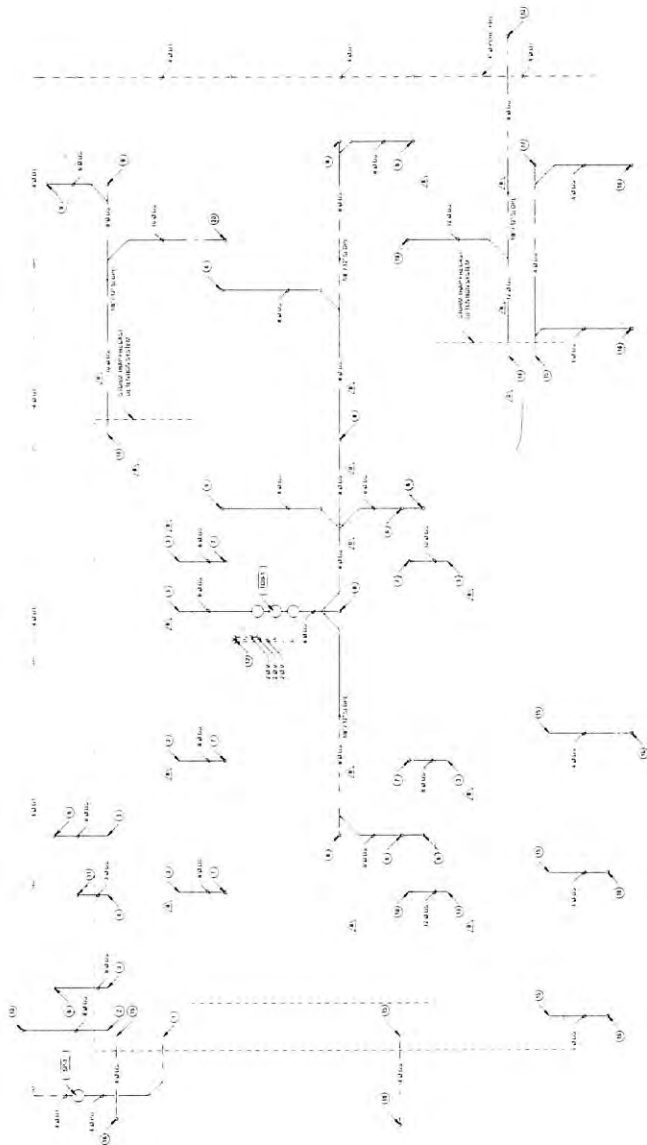
100 S. GARFIELD STREET
HINSDALE IL 60521

UNDERGROUND SANITARY AND DRAINAGE PLAN

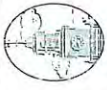
Abstract

P2.00

- [illegible]



(1) UNIDENTIFIED SUBJECTS AND CHARACTERS ARE



VILLAGE OF HINSDALE

wight

Wight & Company
2000 North Lincoln Road
Hinsdale, IL 60521
630.962.1234
www.wightco.com

DESMAN
Design Management



**NOT FOR
CONSTRUCTION**

1. This drawing is a preliminary design and is not to be used for construction.
2. All dimensions are approximate and subject to change without notice.
3. The engineer's responsibility is limited to the design of the sanitary and drainage system.
4. The owner is responsible for obtaining all necessary permits and approvals.
5. The engineer is not responsible for the design of the building structure or other systems.
6. The engineer is not responsible for the design of the landscape or other site features.
7. The engineer is not responsible for the design of the parking or other transportation features.
8. The engineer is not responsible for the design of the utility or other infrastructure features.
9. The engineer is not responsible for the design of the environmental or other site features.
10. The engineer is not responsible for the design of the historical or other site features.

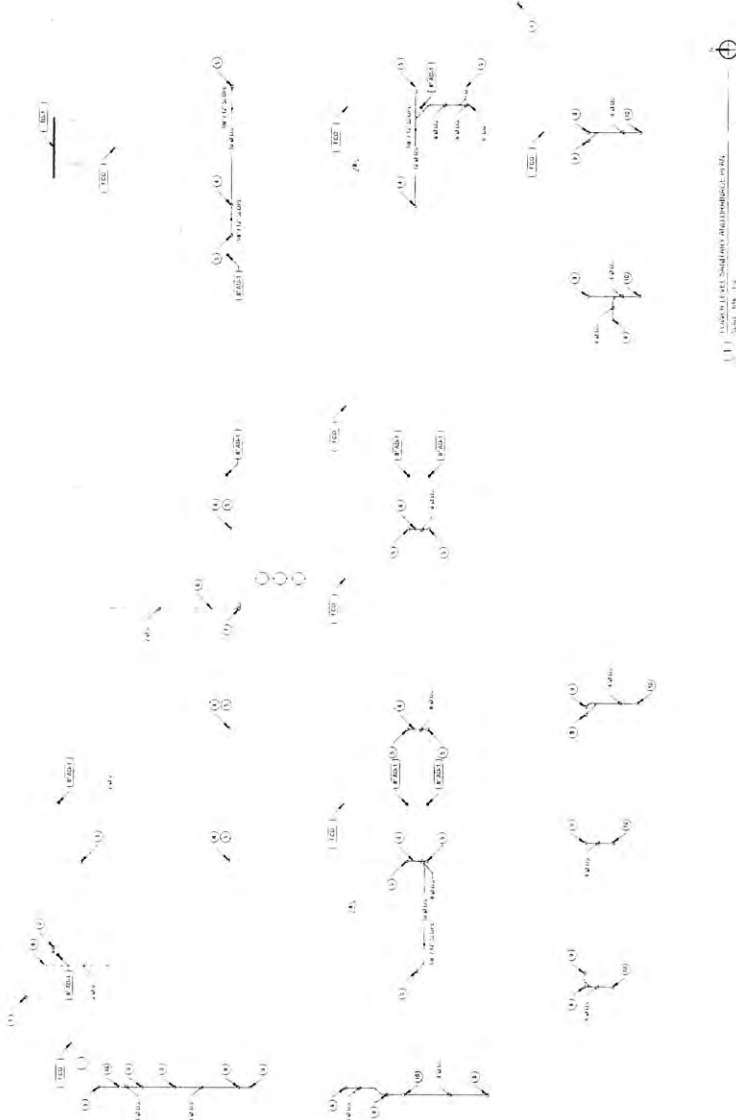
**VILLAGE OF
HINSDALE PARKING
DECK**

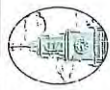
100 S. GARFIELD STREET
HINSDALE, IL 60521

**LOWER LEVEL SANITARY
AND DRAINAGE PLAN**

P2.01

NO.	REVISIONS
1	ISSUED FOR PERMIT
2	REVISED TO SHOW SANITARY AND DRAINAGE SYSTEM
3	REVISED TO SHOW SANITARY AND DRAINAGE SYSTEM
4	REVISED TO SHOW SANITARY AND DRAINAGE SYSTEM
5	REVISED TO SHOW SANITARY AND DRAINAGE SYSTEM
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10	REVISED TO SHOW SANITARY AND DRAINAGE SYSTEM



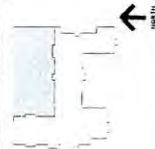


VILLAGE OF HINSDALE

wight

Design & Landmark
Engineering
100 S. Garfield Street
Hinsdale, IL 60521
PH 630.964.7600
F 630.964.7676

DESIGN
Design Management



**NOT FOR
CONSTRUCTION**

DESIGNED BY: WIGHT & LANDMARK
CHECKED BY: [Signature]
DATE: 10/1/2011
PROJECT: VILLAGE OF HINSDALE
SANITARY MAIN LINE
SHEET: 10 OF 12

**VILLAGE OF
HINSDALE PARKING
DECK**

100 S. GARFIELD STREET
HINSDALE, IL 60521
**UPPER LEVEL SANITARY
AND DRAINAGE PLAN**

Project No.: 11-001
Sheet No.: 10 OF 12
Date: 10/1/2011

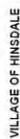
P2.02

NO.	REVISION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT
4	ISSUED FOR FINAL



(1) OPEN LEVEL SANITARY AND DRAINAGE PLAN

(2) SANITARY AND DRAINAGE PLAN



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Journal of Internal Medicine 255: 103–110

January 11, 1952

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Design Management

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10	100 mg/kg	100 mg/kg	100 mg/kg
20	200 mg/kg	200 mg/kg	200 mg/kg
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40	400 mg/kg	400 mg/kg	400 mg/kg
50	500 mg/kg	500 mg/kg	500 mg/kg
60	600 mg/kg	600 mg/kg	600 mg/kg
70	700 mg/kg	700 mg/kg	700 mg/kg
80	800 mg/kg	800 mg/kg	800 mg/kg
90	900 mg/kg	900 mg/kg	900 mg/kg
100	1000 mg/kg	1000 mg/kg	1000 mg/kg

VILLAGE OF
HINSDALE PARKING
DECK

1100 S. GARFIELD STREET
CHINSDALE, IL 60521

PLUMBING SCHEDULES /
DETAILS / RISERS

1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

P3.01



Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Second Major Adjustment to Exterior Appearance and Site Plan
Review for Revisions to the Parking Deck at the New Hinsdale Middle
School at 100 S. Garfield Ave. in the IB Institutional Buildings District
Community Consolidated School District 181

MEETING DATE: June 18, 2019

FROM: Chan Yu, Village Planner

Recommended Motion

Move to Approve an Ordinance for a second Major Adjustment to a Site Plan and Exterior Appearance Plan regarding the shared parking deck for Hinsdale Middle School at 100 S. Garfield Avenue, Hinsdale, Illinois – Community Consolidated School District #181/Village of Hinsdale.

Background

On March 22, 2017, the Board of Trustees (BOT) approved the Exterior Appearance and Site Plan application for the new Hinsdale Middle School (HMS) at 100 S. Garfield Avenue. A 125 space surface parking lot at the north east corner of the subject property (facing Garfield Street) was included as part of the new 137,000 SF middle school. On July 11, 2017, the BOT approved a Major Adjustment request to the Exterior Appearance and Site Plan for a 242 space parking deck in lieu of the surface parking lot. The parking deck would be for joint use with the Village of Hinsdale and Community Consolidated School District #181 per an intergovernmental agreement (IGA). The objective for the shared parking deck IGA is to provide a solution to the current downtown parking shortage.

Village Code provides that the Village Board approve a major adjustment for those plans that deviate substantially from those approved by the Plan Commission. It is at the discretion of the Village Board whether the major adjustment is referred to the Plan Commission or approved by the Village Board. Due to the parking deck being a Village project, it is appropriate that the Village dispense with the Plan Commission referral and approve. The Major Adjustment will be presented to the Village Board for its consideration as a First Reading on June 13. The Major Adjustment would then be approved on a Second Reading on June 18.

Summary of the Major Adjustment needed for the parking deck project are as follows:

1. Approval of the removal of northeast stair tower. This change provided for a savings in excess of \$200,000. This change also allowed for ADA parking spaces to be redesigned for better functionality and connectivity to sidewalks whereas the previous design has the users of these spaces having to traverse the deck opening.
2. Approval of the removal of landscaping and the addition of sidewalk to run parallel to the alley and serve as a connection to Garfield. In addition to adding a connecting

sidewalk, this change removed previously identified arborvitae from the deck design along the northern outside edge of the structure as these were determined by the Village Arborist as not likely to survive due to the lack of sunlight in the area.

3. Additional minor changes requested include: (1) removal of drive island in lower level to provide an additional 4 parking spaces, (2) replacing two landscaped parking islands with "no parking" stripes on the upper deck and (3) a more detailed upper deck landscape plan

Discussion & Recommendation

N/A

Village Board and/or Committee Action

At the June 13, 2019, Board of Trustees special meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.

Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on June 13, 2019, and can be found on the Village website at:

<http://cms4.revize.com/revize/hinsdale/19%2006%2013Packet%20Color.pdf>

Major Adjustment Parking Deck Exhibits (Pages 2-6 Proposed and Pages 7-9 Existing Approved Plans)

Ordinance O2017-14 – Approving Site Plan and Exterior Appearance Plan for new Middle School (March 22, 2017)

Ordinance O2017-36 – Approving a Major Adjustment to Site Plan and Exterior Appearance Plan to add a Parking Deck for a new Middle School (July 11, 2017)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT TO A SITE PLAN AND EXTERIOR APPEARANCE PLAN REGARDING THE SHARED PARKING DECK FOR HINSDALE MIDDLE SCHOOL AT 100 S. GARFIELD AVENUE, HINSDALE, ILLINOIS – COMMUNITY CONSOLIDATED SCHOOL DISTRICT #181/VILLAGE OF HINSDALE

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale have previously, through adoption of Ordinance No. O2017-14 on March 22, 2017 (the “Original Ordinance”), approved a Site Plan and Exterior Appearance Plan submitted by Community Consolidated School District #181 relative to the proposed construction of a new middle school, on the site of the existing middle school, on property located in the IB Institutional Buildings Zoning District at 100 S. Garfield Avenue (the “Subject Property”); and

WHEREAS, on July 11, 2017, the Village President and Board of Trustees approved a First Major Adjustment request to the Exterior Appearance and Site Plan. That Adjustment provided for a shared parking deck in lieu of the previously approved surface parking lot; and

WHEREAS, the Village has now received a joint application (the “Application”) from Community Consolidated School District #181 and the Village of Hinsdale (collectively, the “Applicants”) for approval of a second major adjustment to the Site Plan and Exterior Appearance Plan previously approved in the Original Ordinance and First Major Adjustment Ordinance. The requested adjustment consists of revised plans for the proposed shared parking deck to be located at the northeast corner of the Subject Property (the “Proposed Parking Deck”); and

WHEREAS, the revised plans (collectively, the “Revised Approved Plans”), which have been the subject of lengthy and detailed negotiations between the Village and School District, supersede the plans previously approved by the First Major Adjustment Ordinance to the extent of any conflict, and are attached hereto and incorporated herein as **Group Exhibit A**. Among the changes made by the Revised Approved Plans are the removal of the northeast stair tower, modifications to exterior landscaping and the addition of a sidewalk connecting the alley to Garfield, widening of the sidewalk adjacent to the Middle School on the upper level of the Proposed Parking Deck and a slight narrowing of the upper level drive aisle, removal of drive island in the lower level to provide an additional 4 parking spaces, replacement of two landscaped parking islands with “no parking” stripes on the upper level, and more detailed landscaping plans; and

WHEREAS, the Board of Trustees of the Village have duly considered all of the materials, facts and circumstances affecting the Application, and find that the Application and the Approved Plans attached hereto as **Exhibit A** and made a part

hereof, find the Approved Plans to be in substantial conformity with the previously approved plans, and to otherwise satisfy the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of a Second Major Adjustment to the Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan and Exterior Appearance Plan for the Subject Property at 100 S. Garfield Avenue, in the form of the Approved Plans as depicted in **Group Exhibit A** attached hereto and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance and First Major Adjustment Ordinance are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein. Where the Approved Plans conflict with the plans approved by the First Major Adjustment, the Approved Plans attached hereto as **Exhibit A** shall control.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance, the Original Ordinance and the First Major Adjustment Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the Approved Plans attached hereto as **Group Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the Original Ordinance and the First Major Adjustment Ordinance, the provisions of the Hinsdale Municipal

Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property by the Applicants. All such development shall comply with all Village codes, ordinances, and regulations at all times.

- D. Building Permits. The Applicants shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which applications and materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2019, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

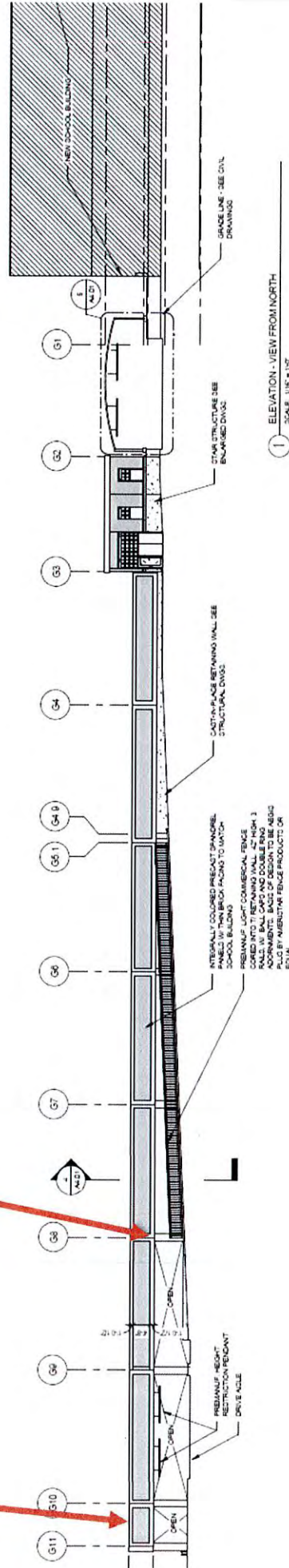
Christine M. Bruton, Village Clerk

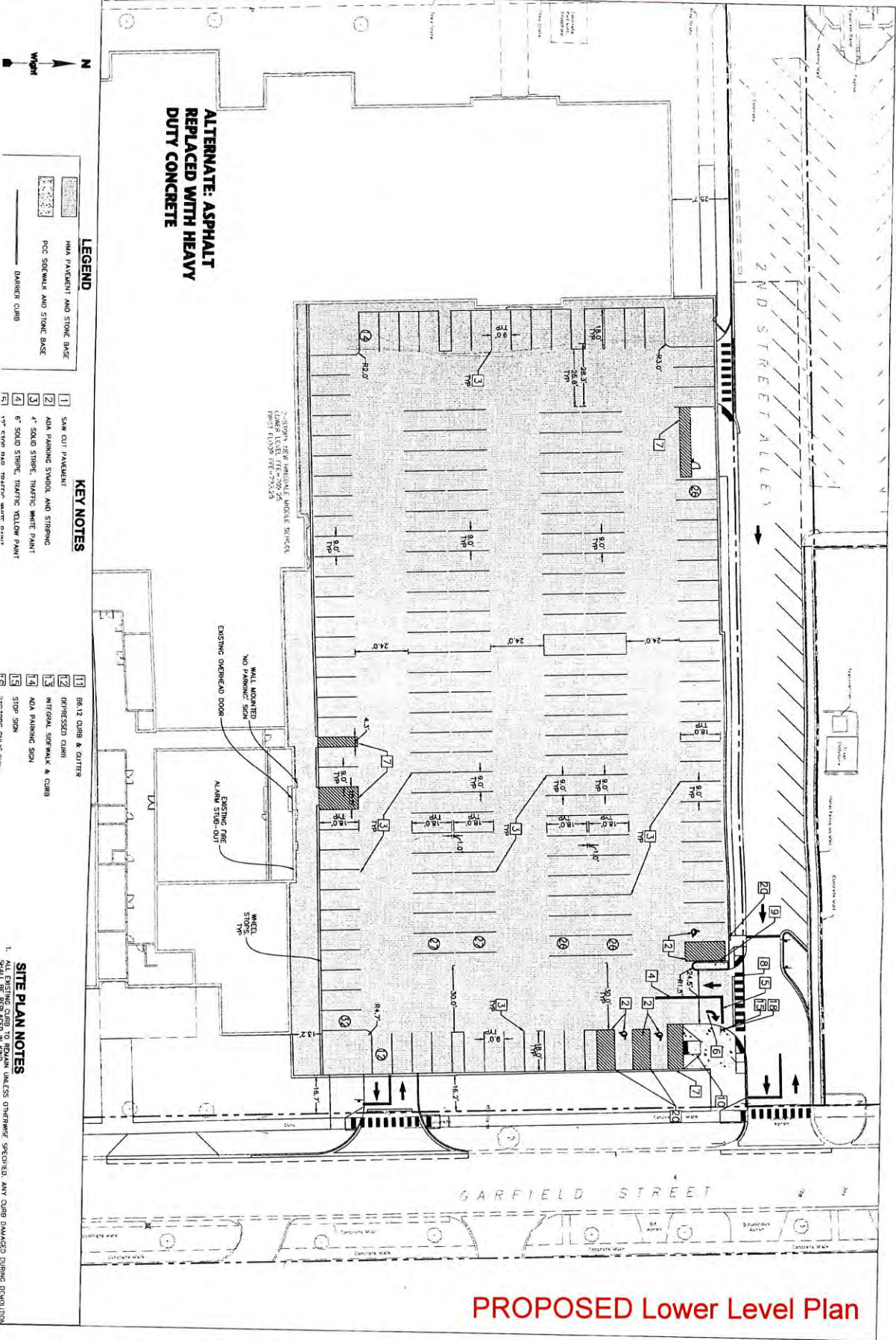
GROUP EXHIBIT A

**APPROVED PLANS SHOWING SITE PLAN/EXTERIOR APPEARANCE PLAN
(ATTACHED)**

Remove Northeast Stair Tower

Remove Arborvitae





PROPOSED Lower Level Plan

LOWER LEVEL SITE PLAN

PARKING DECK

100 S. Garfield

Hinsdale, IL 60521

DESIGN

Design Man

VILLAGE OF H

19 E Chicago Ave

Hinsdale, IL 60521

wig

Wight & Company

2501 North Township

Deerfield, IL 60015

P 630.969.7000

F 630.969.7979



KEY NOTES

1	SAW DIRT PAVEMENT	2	DEPRESSED DASH
1	ADIA PARKING STRIPS, AND STRIPING	3	INTERVAL STOPWALK
2	* SLO TO STRIPS, TRAFFIC WHITE PAINT	4	ADA PARKING SIGN
3	* SLO TO STRIPS, TRAFFIC WHITE PAINT	5	STOP SIGN
4	* SLO TO STRIPS, TRAFFIC WHITE PAINT	6	VEHICLES ONLY A SIGN
5	1/2" STOP MARK, TRAFFIC WHITE PAINT	7	NO TURN ON P- SIGN
6	TRAFFIC MARKING, TRAFFIC WHITE PAINT	8	"RIGHT ON V" SIGN
7	* SLO TO PARKING STRIPS, * O. C. 45 DEGREE ANGLE, TRAFFIC WHITE PAINT	9	TRAILER MUST RETURN WITH VEHICLE SIGN
8	STOPWALK	10	WALK VANDERED ADA
9	FLAC POLE		
10	ADA RAMP		

C2.02

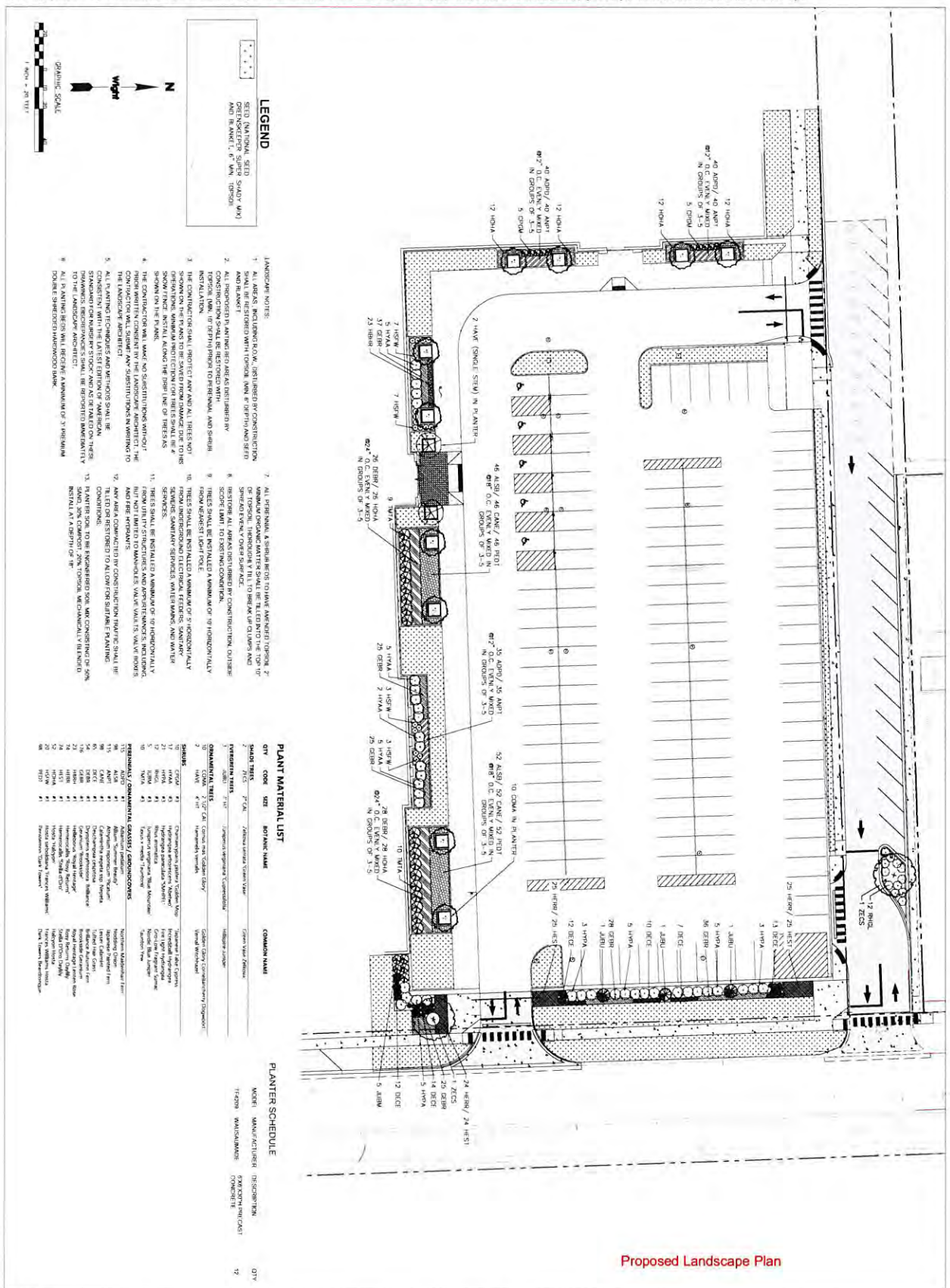
VILLAGE OF HINSDALE
19 E. Chicago Avenue
Hinsdale, IL 60521

DESIGN
Management

Wright & Company
wrightco.com
2500 North Frontage Road
Darien, IL 60551
P 630.969.7000
F 630.969.7979



Wight



Proposed Landscape Plan



Wight

Wight & Company
wightcs.com

2500 North Frontage Road
Durham, IL 60561

P 630.969.7000
F 630.969.7979

DESIGN

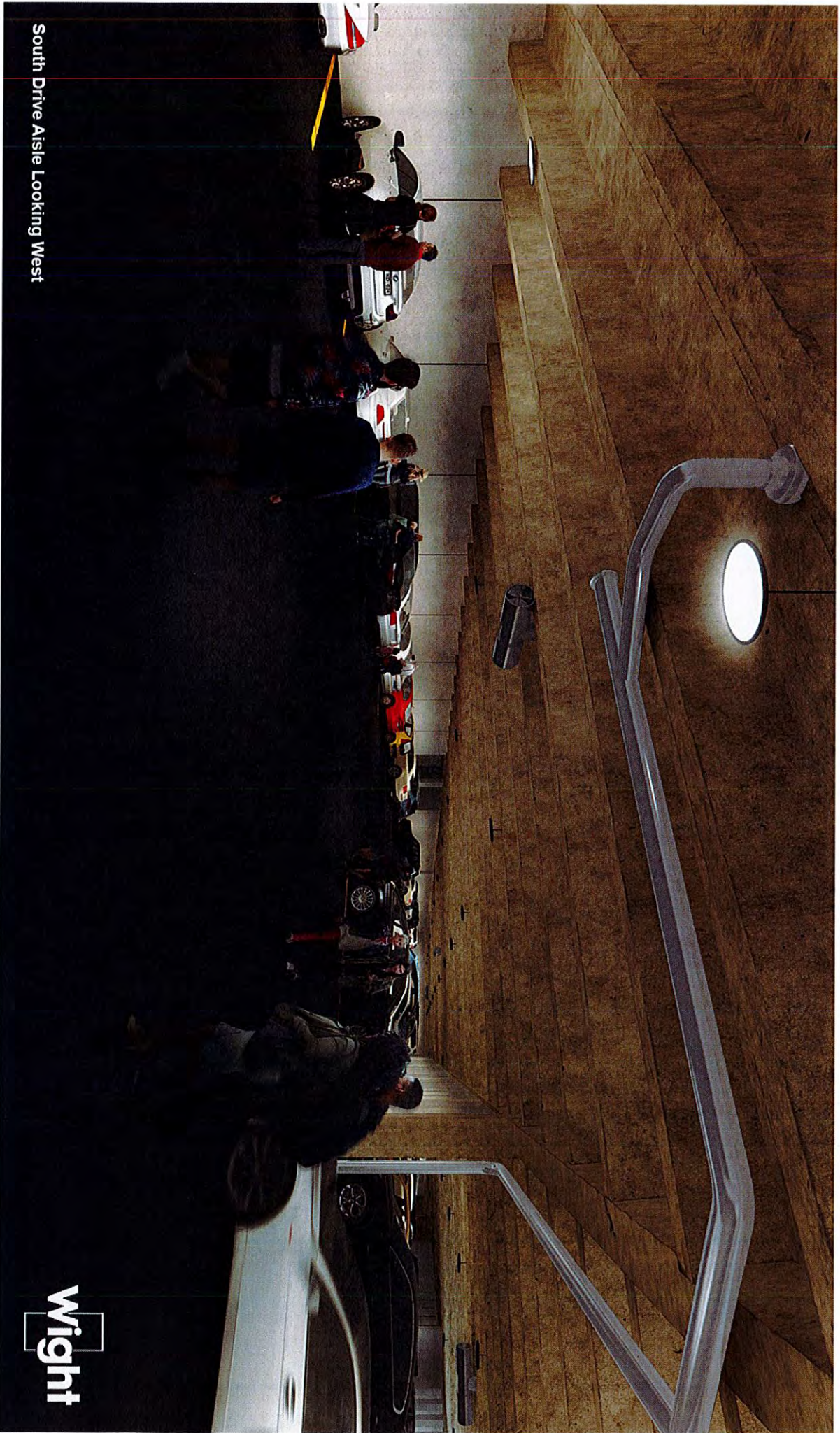
VILLAGE OF HINSDALE
19 E. Chicago Avenue
Hinsdale, IL 60521

PARKING DECK
100 S. Garfield Street,
Hinsdale, IL 60521

1	ADDENDUM 3	04.12.2019
2	ADDENDUM 2	04.11.2019
3	BP ISSUED FOR BID	03.12.2019
4	PRIMA CORRECTIONS	02.11.2019
5	PRIMA CORRECTIONS	12.10.2018
6	WALD SET	11.12.18
7	ISSUED FOR PRIMA APPLICATION 04.12.2018	
8	ISSUED FOR 50% CD	10.12.2018
9	WALD SUBMITAL	
10	100% CD	08.04.2018
11	50% CD	05.02.2018
12	DISCRIPTION	DATE

PLANTER LAYOUT

L1.00



South Drive Aisle Looking West



North Drive Aisle Looking West

Administration

AGENDA SECTION: EPS- Second Reading
SUBJECT: Recommendation to approve and award certain competitive bids included in Bid Group 2 for the parking deck project
MEETING DATE: June 18, 2019
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To approve and award certain specified Bid Group 2 competitive bids as indicated herein.

Background

As you are aware, the parking deck project has been divided into three bid groups.

Bid Group 1 consists of excavation and construction of the storm water management system. This work was bid in the fall of with a December 8, 2018 bid opening date. Final award of Bid Group 1 is recommended as agenda item 1, under Second Readings.

Bid group 2 consists of precast concrete, concrete, mechanicals, electrical, fire suppression, glazing, asphalt, roofing and miscellaneous metals and fencing. Bid Group 2 was bid out on March 22, 2019 with a bid opening date of April 18, 2019.

Bid group 3 consists of landscaping, water proofing and the rebid of the plumbing.

The Village's design and construction manager, Wight, prepared all design and bidding documents for the parking deck project. Wight, with the assistance of the Village's Owner's representative, were responsible for the analysis, review and recommendations regarding bid awards. Village staff provided input as needed.

Wight advertised both bid packages in the usual trade publications and on-line for the customary 21 days. Both Bid Group 1 and Bid Group 2 received responses from interested contractors deeming them competitive and representative of the current market.

The table below provides a summary of the lowest bidders. The total amount being asked by the Board to approve is \$2,190,640.65.

Please note that two components of Bid Group 2 are not recommended for approval as it relates to the plumbing and precast.

The table below sets forth contains the lowest responsive bidder by construction component:

Contruccion Componant	Bidder Name	Base plus (Alternate)	Notes
Concrete	Linblad Construction Company of Joliet	\$ 1,045,500.00	Inclides \$26,500 for sheet pile remvl
Mis Metals/Fencing	Brinnzel Industries	\$ 89,491.00	
Roofing	Bennett & Brosseau Roofing	\$ 9,000.00	
Asphalt	Schroeder Asphalt	\$ 263,378.65	not available for less from VOH road supplier
Glazing	Northern Glass Inc	\$ 25,000.00	
Gen Carp/Paint	LJ Morse	\$ 76,500.00	
Fire Suppression	Automatic Fire Systems Inc	\$ 135,490.00	
Mechanical	Mechanical Concepts of IL Inc	\$ 109,000.00	
Electric	Airport Electric Company	\$ 437,281.00	Includes \$516 nema enclosure
	Total	\$ 2,190,640.65	

Discussion & Recommendation

The Village's Owner's Representative Scott Creech and Wight recommend the awarding the bid to the lowest responsive bidder included in the table above. All of the bids include the base bids only with the exception of concrete bid which includes the base bid plus an alternate for sheet pile removal for \$26,500 and the electrical bid that includes an alternate for a NEMA enclosure for an additional \$516. The bid return summaries attached list these items as "alternates" however, both the sheet pile removal and NEMA enclosure are required. The Village received a very good and competitive bid return, which is a good representation of the current market. The plumbing bid that was included also included in Bid Group 2 has been removed from consideration. The Board will consider a separate RBA recommending that the plumbing bids be rejected and the plumbing component re-bid.

Budget Impact


The budget estimate provided by Wight were divided into categories that were different than the individual construction components included in Bid Group 2, with the exception of precast concrete. A review of the Bid Group 2 bid returns (with the exception of pre-cast concrete) is very close to the budget estimate.


Village Board and/or Committee Action

On June 13, 2019 the Village Board approved this to be placed on the agenda for a second read.

Documents Attached

1. Bid Group 2 bid returns (without precast concrete).


												
Village of Hinsdale Parking Deck 07-6807-02 4/18/19 - 3:00 pm												
Bid Group 2												
Bid Package #4-Misc Metals/Fencing												
Bidder	Base Bid	ALT #1 (ADD)	Additional Stair Tower				ADD #1	ADD #2	ADD #3	Bid Security	Remarks	
Brinzel Industries Lockport, IL	\$89,491.00	\$21,048.00		X	X	X				X		
S.G. Krauss Company Elk Grove Village, IL	\$109,000.00	\$22,660.00		X	X	X				X		
Waukegan Steel, LLC Waukegan, IL	\$98,560.00	\$23,700.00		X	X	X				X		

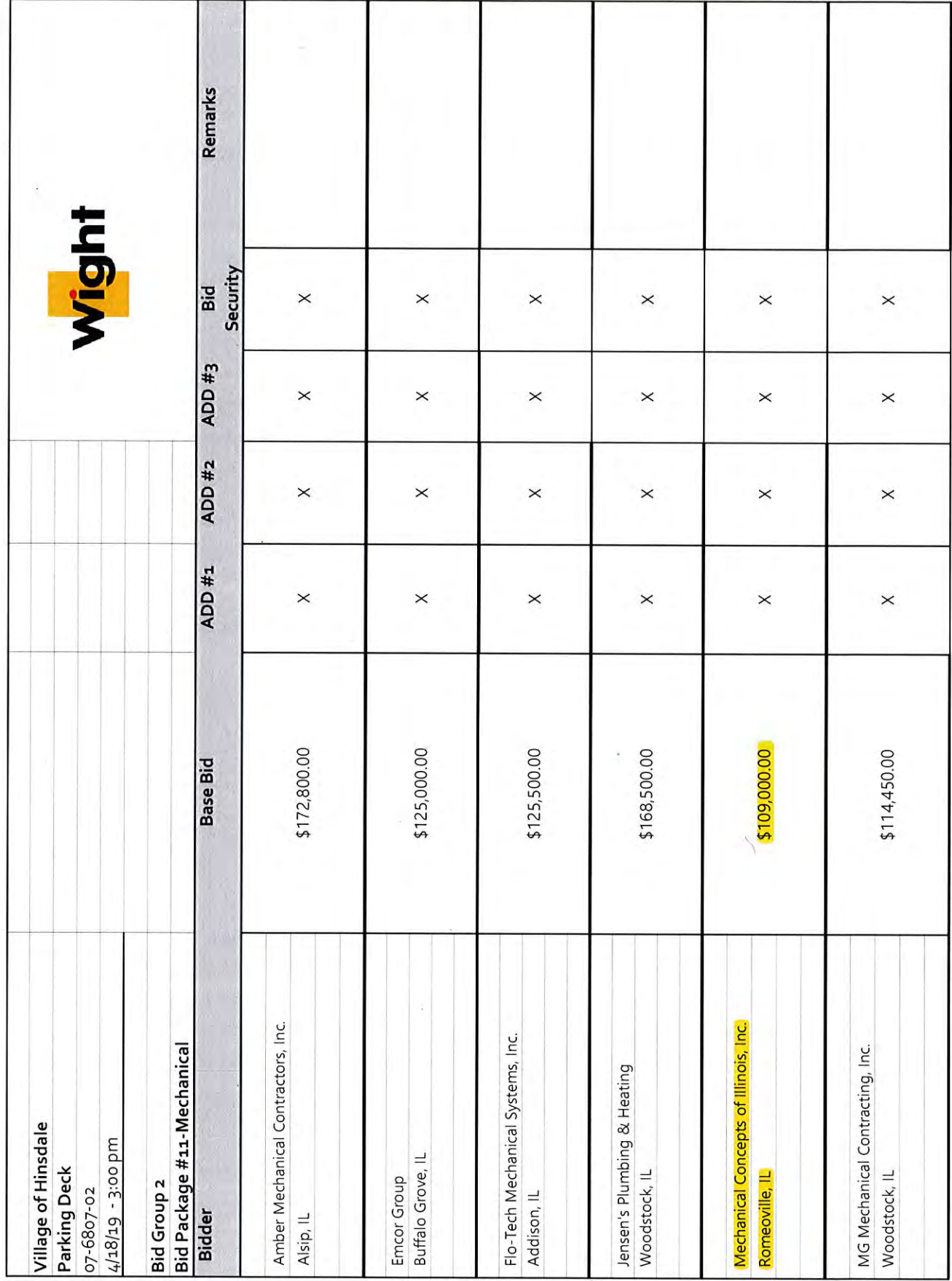
							
Village of Hinsdale Parking Deck 07-6807-02 4/18/19 - 3:00 pm							
Bid Group 2							
Bid Package #5-Roofing							
Bidder	Base Bid	ALT #1 (ADD)	Additional Stair Tower	ADD #1	ADD #2	ADD #3	Bid Security Remarks
Anthony Roofing, Ltd. Aurora, IL	\$26,430.00	\$26,430.00		X	X	X	X
Bennett & Brosseau Roofing Inc. Hinsdale, IL	\$9,000.00	\$8,700.00		X	X	X	X

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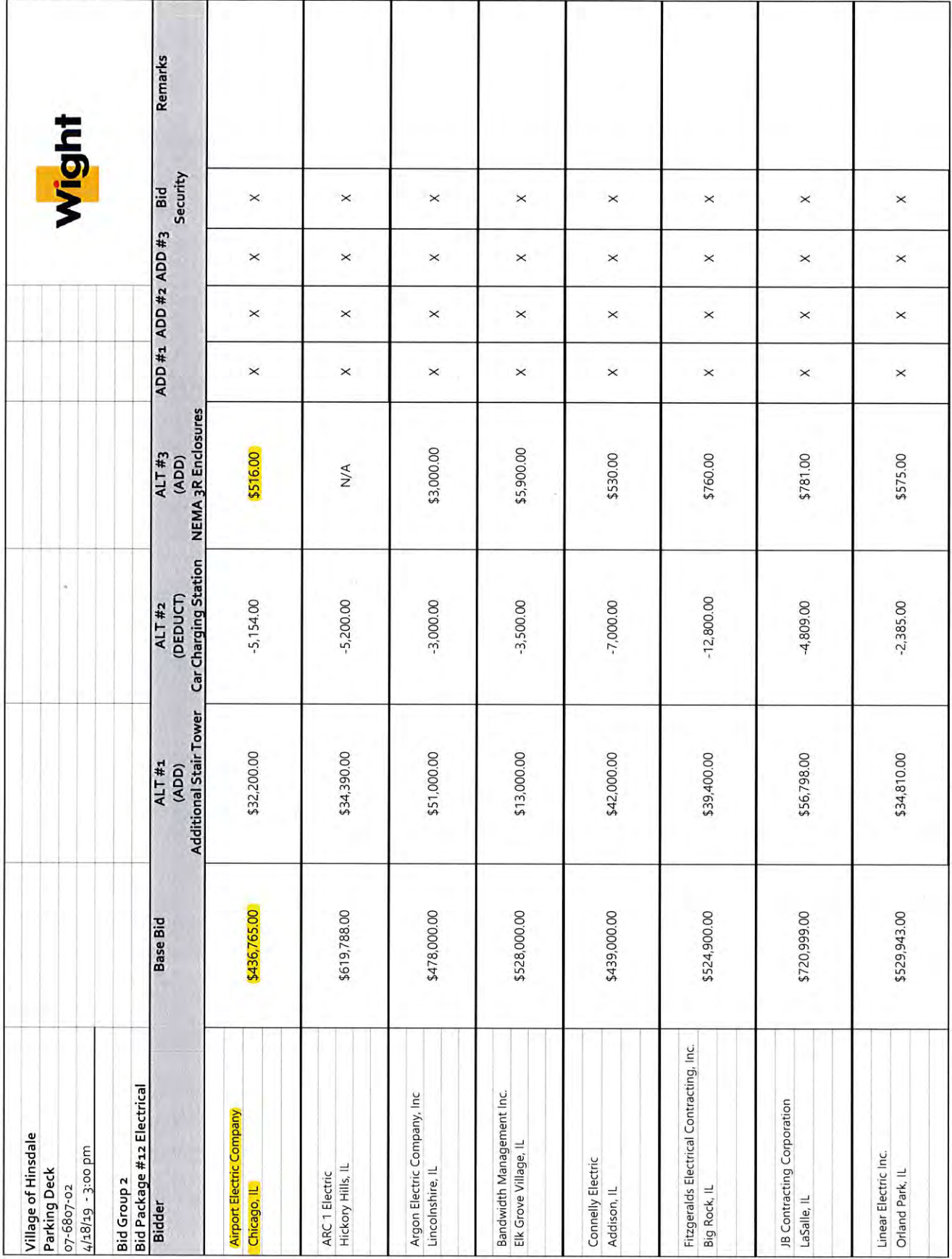
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<div> <div>Village of Hinsdale Parking Deck 07-6807-02 4/18/19 - 3:00 pm</div> <div>  </div> </div>										
<div> <div>Bid Group 2</div> <div>Bid Package #9-Fire Suppression</div> <div>Bidder</div> </div>										
		Base Bid	ALT #1 (ADD)	ADD #1	ADD #2	ADD #3	Bid Security	Remarks		
		Additional Stair Tower								
Automatic Fire Systems, Inc., Machesney Park, IL		\$135,490.00	\$1,507.00	X	X	X	X			
Nelson Fire Protection Machesney Park, IL		\$227,963.00	\$4,400.00	X	X	X	X			
United States Alliance Fire Protection Lake Forest, IL		\$106,325.00	\$600.00	X	X	X	X			



R.J. Olmen Company Glenview, IL		\$148,075.00	X	X	X	X	





REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: EPS – Second Reading

SUBJECT: Recommendation to Reject Competitive Bids-Parking Deck Plumbing

MEETING DATE: June 18, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To reject all competitive bids for plumbing for the parking deck project.

Background

On March 22, 2019, Wight Construction issued Bid Group 2 for the parking deck construction project. On April 18, 2019, the Bid Group 2 returns were received and publically opened. Included in Bid Group 2 were bids for the plumbing.

Discussion & Recommendation

Due diligence is performed on proposals received in response to the bid notice. Certain respondents to the bid notices provided bids that were determined to be not responsive to the design specifications. Other bidders were above budget estimates. The low bidder was disqualified due to an error in bidding. The bid results are summarized on the attached documents.

Village staff as well as the Village's owner's representative Scott Creech discussed the plumbing specifications with representatives from Wight and are recommending that the plumbing bids be rejected, the system be re-designed and competitively bid again with the new design. The new design will better address the plumbing needs for the deck and may be less expensive than the bid responses received on April 18, 2019.

Budget Impact

The budget impact will not be determined until the results from re-bidding the plumbing are available.

Village Board and/or Committee Action

On June 13, 2019 the Village Board approved this to be placed on the agenda for a second read.

Documents Attached

1. Bid Group 2-plumbing bid summary.

Administration

AGENDA SECTION: EPS- Second Reading

SUBJECT: Recommendation to reject parking deck precast concrete bids, waive competitive bids and award the precast bid to Illini Precast LLC.

MEETING DATE: June 18, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Motion 1: to reject all precast concrete bids received for the parking deck project.

Motion 2: to waive the competitive bidding process for precast concrete and award a contract to provide precast concrete to Illini Precast LLC located in Westchester IL in an amount not to exceed \$2,620,800.

Background

As you are aware, the parking deck project has been divided into three bid groups.

Bid Group 1 consists of excavation and construction of the storm water management system. This work was bid in the fall of with a December 8, 2018 bid opening date. Final award of Bid Group 1 is recommended as agenda item 1, under Second Readings.

Bid Group 2 consists of precast concrete, concrete, mechanicals, electrical, fire suppression, glazing, asphalt, roofing and miscellaneous metals, fencing and originally included plumbing. Bid Group 2 was bid out on March 22, 2019 with a bid opening date of April 18, 2019.

Bid Group 3 consists of landscaping, waterproofing and the rebid of the plumbing, subject to the Village Board's approval.

The Village's design and construction manager, Wight, prepared all design and bidding documents for the parking deck project. Wight, with the assistance of the Village's Owner's representative, were responsible for the analysis, review and recommendations regarding bid awards. Village staff provided input as needed.

Wight advertised both bid packages in the usual trade publications and on-line for the customary 21 days. Both Bid Group 1 and Bid Group 2 received responses from interested contractors deeming them competitive and representative of the current market.

The table below provides a summary of the precast concrete bids. This agenda item pertain solely to the precast concrete component of the project.

The table below contains the precast concrete base bids:

Bidder Name	Base Bid Amount
DuKane Precast Inc	\$2,476,715
Illini Precast	\$2,594,000
Spancrete of Illinois	\$2,850,000

All bids were reviewed for compliance with specifications by staff from Wight, the Village's deck designer and construction manager. Through their due diligence in review of the precast concrete bids, it was determined that the three bidders that responded to the bid process could not provide precast structures as provided for in the deck design and bidding documents. In summary, the majority of the upper level of the parking deck is supported by using 10 and 12 foot "t"s (support beams). However, approximately 10 specialty 8 foot "t"s were designed for the northwest corner of the deck. Due to the topography, the natural grade caused some design challenges in this area. The designer used non-standard 8 foot "t"s in the design to provide for a consistent ceiling clearance height on the lower level and to support the load from additional landscaping. Unfortunately, the precast suppliers in the area are unable to acquire 8 foot "t"s. Consequently, all bidders responded to the Village's notice of bid with the more commonplace, 10 foot "t"s. Due to the plans specifying 8 foot "t"s and those rules governing the sealed bidding process, none of the bidders is deemed to be responsive to the bid requests as a result of the substitution of 10 foot "t"s in place of the 8 foot "t"s. Therefore, all bids must be rejected.

Understanding the Village's desire to move the project forward, Wight queried each of the bidders to determine whether they had a "substitute" design for the 8 foot "t"s". Only Illini Precast LLC responded with an alternative design plan. Wight consulted with the structural engineers from Desman, the parking deck designer, and determined that the structural integrity of the deck could be achieved by using a substitute design of 10 foot double "t"s in the northwest area of the deck. Wight negotiated with the lowest responsible bidder, Illini and they can supply this design to the Village.

Discussion & Recommendation

Wight and the Village's Owner's Representative Scott Creech are recommending waiving the bid process and awarding the work to Illini Precast. There is a cost to changing the design and the award is \$26,800 above Illini Precast original bid of \$2,594,000. The precast will support the updated landscape design and reinforce the deck to 100 psf which along with timing is a key cost increase driver.

The timing component increase is a result of others having secured their orders before Hinsdale advertised its bid. There are a finite number of precast suppliers in the area and we are behind others who have secured work and consequently have seen our cost increase.

In the event that the Village would rebid this work, to try to secure any savings, it would be re-bid in the Fall. The delay from re-bidding the precast concrete of four additional months could delay completion of the deck by as much as 10 months due to the precast fabrication process

taking approximately 18 weeks. This would mean that construction would not start until 2020 and completion not until 2021.

Further, the Village would also lose the favorable bid received from Lima, lose the bids received for all the other components in Bid Group 2, that have been deemed competitive and cause coordination challenges with the Tollway who has agreed to accept all the soil from the project resulting in considerable savings for the Village. It is for all of those reasons that staff and its owners' representative recommend proceeding in this manner.

The low bidder, DuKane Precast chose to withdrawal from the process. Illini Precast LLC, the next lowest bidder submitted a modified design alternative that met the specification but was \$26,800 over their base bid, for a total of \$2,620,800. Wight and Desman (parking deck designer) have reviewed Illini Precast LLC design and found that it meets their design specifications to support a 100 psf that the School District required.

Waiving the bidding requirements and approving a contract with Illini Precast LLC requires a 2/3 vote by the Village Board.

Budget Impact

There is a significant impact to the budget as the precast is the only budget item that has grossly exceeded original budget estimates.

Village Board and/or Committee Action

On June 13, 2019 the Village Board approved this to be placed on the agenda for a second read.

Documents Attached

(None)