EAST Dundee Police Station, 2nd Floor Meeting Room 115 E. 3rd Street, East Dundee, IL 60118

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Comment Please keep comments to 5 minutes or less
- 5. Consent Agenda
 - a. Motion to Accept the Warrant Lists in the Amounts of \$312,950.66
 - b. <u>Motion to Approve a Resolution Authorizing the Reduction of the Letter of Credit for</u> <u>Storm Water Improvements for PAL Land, LLC</u>
 - c. <u>Motion to Approve a Resolution Authorizing an Agreement and Consent to TIF</u> <u>Pledge and Security Agreement</u>
 - d. <u>Motion to Approve an Ordinance Amending Chapter 37.01 of the Village Code to</u> <u>Eliminate the Security Deposit for Depot Rental Fees</u>
- 6. Other Agenda Items
 - a. Discussion of the Status of Video Gaming in East Dundee
 - b. <u>Discussion of the Responses to the Village Issue Request for Proposals for the</u> <u>Construction of a Parking Garage in Downtown East Dundee</u>
 - c. Direction on the Village Owned Properties at 2 & 4 N. Van Buren St
- 7. Village President and Board Reports
- 8. Staff Reports
- 9. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel

and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.

10. Adjournment

Warrant Report October 2, 2023 Report dates: 10/2/2023-10/2/2023 Page: 1 Sep 28, 2023 02:50PM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AFLAC					
426531	AFLAC	09/27/2023	797.00		27-01-2215
Total AFLA	C:		797.00		
229066-1010	WTP ALARM	09/10/2023	372 48		60-33-5290
124596-1001	WWTP ALARM SERV	09/10/2023	261.00		60-33-5291
Total ALAR	M DETECTION SYSTEMS:		633.48		
100223		10/02/2023	20.96		01-12-5610
100223	MAP TRAME TO MAILING LABLES	10/02/2023	20.90		01-12-5610
100223	STAFF BBQ 8/31/23	10/02/2023	21.42		01-12-5645
100223	GORDS OKT FEST	10/02/2023	20.88		01-37-5130
100223	MUMS/SPRAY BOTTLE	10/02/2023	28.95		01-37-5630
100223	FULL LENGTH MIRROR	10/02/2023	10.00		01-37-5631
100223	STANTIONS FOR EVENTS	10/02/2023	100.00		01-37-5631
Total ANA L	OPEZ - C/O PETTY CASH - VH:		230.53		
AT&T					
847836947609	ATT W/S	09/13/2023	361.21		60-33-5320
Total AT&T:			361.21		
B&F CONSTRUC	TION CODE SERVICES INC				
18225	INSPECTIONS	09/19/2023	180.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			180.00		
BAXTER AND W	OODMAN CONSULTING ENGINEEI	RS			
250425	WATER ST WATER MAIN	09/26/2023	1,450.00		34-01-5950
250426	I&I STUDY	09/25/2023	15,561.61		60-33-5220
Total BAXT	ER AND WOODMAN CONSULTING	ENGINEERS:			
			17,011.61		
BLUE CROSS BI	LUE SHIELD				
100123	BCBS ADMIN	10/01/2023	4.716.44		01-12-5060
100123	BCBS FIN	10/01/2023	753.63		01-14-5060
100123	BCBS PD	10/01/2023	27,963.42		01-21-5060
100123	BCBS BLDG	10/01/2023	1,569.46		01-25-5060
100123	BCBS PW	10/01/2023	5,308.38		01-31-5060
100123	BCBS EMP CONTRIB	10/01/2023	4,817.61		27-01-2207
100123	BCBS RETIREES	10/01/2023	5,966.51		27-01-2210
100123	BCBS WTR/SWR	10/01/2023	7,182.91		60-33-5060
Total BLUE	CROSS BLUE SHIELD:		58,278.36		
BONKOSKI LAW	N CARE, INC.				
091823	MOWING - 7 MAIDEN	09/18/2023	1,250.00		01-31-5110
091823 2	MOW VARIOUS ROW AND VILL	09/18/2023	5,810.00		01-31-5110
091823 2	MOW VARIOUS ROW AND VILL	09/18/2023	900.00		бU-33-5110
0918232	WOW VARIOUS ROW AND VILL	09/18/2023	880.00		00-33-5111

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total BONK	OSKI LAWN CARE, INC.:		8,840.00		
CAMPION, BAR	ROW & ASSOC				
35430	PRE EMPLOYMENT TESTING	08/31/2023	455.00		01-21-5290
Total CAMF	PION, BARROW & ASSOC:		455.00		
CERTIFIED BAL	ANCE & SCALE CORP				
25754	DISSOLVED OXYGEN METER	09/14/2023	1,782.00		60-33-5131
Total CERT	IFIED BALANCE & SCALE CORP:		1,782.00		
CHICAGO TITLE	AND TRUST COMPANY				
092723	ACQ HAEGER POTTER	09/27/2023	99,952.00		39-01-5955
Total CHIC/	AGO TITLE AND TRUST COMPANY:		99,952.00		
CINTAS FIRST A	ΙΟ & SAFETY				
4167679660	MATS - VH	09/13/2023	39.88		01-12-5110
4167679787	MATS PD	09/13/2023	49.19		01-21-5121
Total CINTA	AS FIRST AID & SAFETY:		89.07		
	2				
1355399	LEGAL SERV ADMIN	09/21/2023	348.50		01-12-5230
1355399	LEGAL SERV PD	09/21/2023	11,971.00		01-21-5230
1355399	LEGAL SERV PW	09/21/2023	207.00		01-31-5230
Total CLAR	K HILL PLC:		12,526.50		
COM ED					
091123	COM ED VH	09/11/2023	20.96		01-31-5510
091123	COM ED STREETS	09/11/2023	8.95		28-01-5510
Total COM	ED:		29.91		
092223	COM ED STREETS	09/22/2023	455.28		28-01-5510
Total COME	ED:		455.28		
		00/11/0000	00.05		04 04 5000
18582	LUGUS	09/11/2023	36.25		01-31-5080
10000	PWHAIS	09/11/2023	155.00		01-31-5060
18583	DW HATS	09/11/2023	155.00		60-33-5080
10000	FWHAIS	09/11/2023			00-33-3000
Total CREATIVE PROMOTIONAL APPAREL:			382.50		
DOWN TO EART	H LANDSCAPING				
93289	MULCH	09/12/2023	69.00		01-31-5150
93290	MULCH	09/12/2023	69.00		01-31-5150
93459	MULCH	09/18/2023	69.00		01-31-5150
93460	MULCH	09/18/2023	69.00		01-31-5150
93540	MULCH	09/20/2023	69.00		01-31-5150

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DOW	N TO EARTH LANDSCAPING:		345.00		
	HON				
5298005	OKT FEST ICE	08/30/2023	12.00		01-31-5630
5298004	OKF FEST ICE	09/22/2023	8.00		01-37-5631
Total DUNE	DEE MARATHON:		20.00		
DW-SERVANT FI	JND (EAST DUNDEE) LLC				
1 092523	BDD DUNDEE GATEWA	09/25/2023	4,166.67		33-01-5876
Total DW-S	ERVANT FUND (EAST DUNDEE) LLO	C:	4,166.67		
ED'S, RENTAL &	SALES INC				
402095-3	STUMP GRINDER/TRAILER	09/14/2023	1,104.00		01-31-5530
Total ED'S,	RENTAL & SALES INC:		1,104.00		
7489	GRAFFITI, VANDALI	09/12/2023	167.74		01-31-5630
Total FAST	MRO SUPPLIES, INC:		167.74		
FASTSIGNS					
97-64316	BAND PARKING SIGNS	09/12/2023	59.20		01-37-5340
97-64316	BAND PARKING SIGNS	09/12/2023	59.20		01-37-5340
97-64316	BAND PARKING SIGNS	09/12/2023	59.20		01-37-5340
Total FAST	SIGNS:		177.60		
FLOLO CORPOR	RATION				
459346	OX DITCH MOTOR	09/18/2023	2,094.76		60-33-5131
Total FLOL	O CORPORATION:		2,094.76		
	RS				
080123	REFUSE COLLECTION	08/01/2023	22 587 58		01-33-5180
090123	REFUSE COLLECTION	09/01/2023	22,568.70		01-33-5180
Total FLOO	D BROTHERS:		45,156.28		
	OGIES PLIMPS AND CONTROLS				
230728	REBUILD PRV - MAIN ST	09/25/2023	6,635.00		60-33-5140
Total FLUID	TECHNOLOGIES PUMPS AND COM	NTROLS:	6,635.00		
	ER				
844000	OVERPAY ON FINAL	09/26/2023	88.60		99-00-1005
Total FRED	ERICK MEIER:		88.60		
68848	CALIBRATE AIR GAS MONITOR	09/13/2023	79.00		60-33-5131
Total FULLI	FE SAFETY CENTER:		79.00		

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
GALLS PARENT	HOLDINGS, LLC				
25723853	UNIFORM ALLOW KM	09/20/2023	45.62		01-21-5080
25757108	UNIFORM ALLOW	09/22/2023	21.69		01-21-5080
Total GALLS	S PARENT HOLDINGS, LLC:		67.31		
GRAINGER, INC.					
9826005929	SAFETY SUPPLIES	09/01/2023	53.36		01-31-5630
9830170347	ZIP TIES - SCARECROWS	09/07/2023	125.04		01-31-5630
9834660442	SUPPLIES FOR RIVER CLEANU	09/12/2023	227.30		01-31-5630
9826005929	TOOLS	09/01/2023	17.23		01-31-5640
Total GRAIN	IGER, INC.:		422.93		
HAWKINS, INC.					
6579278	WATER CHEMICALS	09/15/2023	140.00		60-33-5650
6579279	WTP CHEMICALS	09/15/2023	10.00		60-33-5650
6584184	W CHEMICALS	09/20/2023	3,285.41		60-33-5650
6577818	WW CHEMICALS	09/14/2023	2,367.84		60-33-5651
Total HAWK	INS, INC.:		5,803.25		
HELPING HAND	т				
23-43890	IT SERVICES	08/11/2023	35.00		01-12-5286
23-43938	IT SERVICES	09/21/2023	455.00		01-12-5286
Total HELPI	NG HAND IT:		490.00		
HOME DEPOT					
091323	DOOR KNOB SET - 2ND ELOOR	09/13/2023	8 80-		01-12-5110
091323	DOOR KNOB SET - 2ND FLOOR	09/13/2023	6.17		01-12-5110
091323	VH SEWER REPAIR	09/13/2023	26.83		01-12-5110
091323	BIKE PATH BRIDGE REPAIR	09/13/2023	60.72		01-31-5150
091323	DEPOT WATERING MATERIALS	09/13/2023	334.76		01-31-5196
091323	BLDG DEPT TOOLS	09/13/2023	20.12		01-31-5640
091020		03/10/2023			01-31-30-0
Total HOME	DEPOT:		439.80		
HUB INTERNATIO	ONAL MIDWEST LTD				
3323888	NOTARY BOND	09/08/2023	20.00		01-21-5630
Total HUB II	NTERNATIONAL MIDWEST LTD:		20.00		
HUSSO PLLC					
PMP-004	MAINTENANCE	09/18/2023	1,600.00		01-21-5121
Total HUSS	O PLLC:		1,600.00		
	NG				
092323	DIGITAL AD	09/23/2023	100.00		01-37-5790
Total ILLINOIS BREWING:			100.00		
ILLINOIS PUBLIC	RISK FUND				
79378	W/C ADMIN	09/13/2023	779.21		01-12-5520
79378	W/C FIN	09/13/2023	584.41		01-14-5520
79378	W/C PD	09/13/2023	3,183.71		01-21-5520

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
70378		00/13/2023	380.61		01 25 5520
70378		09/13/2023	502.01		01-23-3320
79378		09/13/2023	562.03		60-33-5520
19310	W/CFW	09/13/2023			00-33-3320
Total ILLING	DIS PUBLIC RISK FUND:		6,092.00		
J.G. UNIFORMS,	INC				
120408	UNIFORM	09/12/2023	73.00		01-21-5080
120494	UNIFORM	09/13/2023	27.65		01-21-5080
120496	UNIFORM	09/13/2023	99.50		01-21-5080
38281	UNIFORM	09/12/2023	1,011.15		01-21-5080
Total J.G. U	NIFORMS, INC:		1,211.30		
JEREMY M BUTI	.ER				
007	TRAINING	07/17/2023	1,600.00		01-21-5430
Total JERE	MY M BUTLER:		1,600.00		
	EMAN & CO				
333402	WATER MAIN REPAIR MATERIA	09/25/2023	1,052.00		60-33-5140
Total JOSE	PH D. FOREMAN & CO.:		1,052.00		
KS ENERGY SEF	RVICE				
1609005	CREDIT FINAL BILL	09/14/2023	347.50		99-00-1005
Total KS EN	IERGY SERVICE:		347.50		
	IVE				
6633	B&Z TRUCK REPAIR	09/12/2023	398.95		01-25-5120
Total L & A	AUTOMOTIVE:		398.95		
MENARDS - CAR	PENTERSVILLE				
11690	RETURNS	09/12/2023	34.97-		01-31-5640
11693	OKT FEST SUPPLIES	09/12/2023	106.52		01-37-5631
11693	W OPERATING	09/12/2023	6.73		60-33-5630
Total MENA	RDS - CARPENTERSVILLE:		78.28		
	LITIONS INC.				
780212023080	MAINTENANCE AGREEMENT	09/01/2023	697.00		01-21-5940
Total MOTC	PROLA SOLUTIONS INC:		697.00		
MUNICIPAL MAR	KING DISTRIBUTORS, INC.				
36003	UTILITY LOCATE FLAGS	09/13/2023	497.50		01-31-5630
36003	UTILITY LOCATE FLAGS	09/13/2023	497.50		60-33-5630
Total MUNI	CIPAL MARKING DISTRIBUTORS, I	NC.:	995.00		
MUNICIPAL RES	EARCH SERVICE INC				
092223	RESEARCH & STATS	09/22/2023	937.50		01-14-5210
092223	RESEARCH & STATS	09/22/2023	937.50		60-33-5210

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total MUNI	CIPAL RESEARCH SERVICE INC:		1,875.00		
NORTHWEST PC					
1365	MEMBERSHIP	09/08/2023	75.00		01-21-5410
Total NORT	HWEST POLICE ACADEMY:		75.00		
NORTHWESTER	N MEDICINE OCCUPATIONAL HEA	LT			
100223	VILLAGE EMPLOYEE SCREENI	10/02/2023	172.00		01-12-5240
100223	PD EMPLOYEE SCREENGIN	10/02/2023	257.00		01-21-5240
100223	PW MEDICAL	10/02/2023	246.90		01-31-5240
100223	PW MEDICAL	10/02/2023	246.90		60-33-5240
Total NORT	HWESTERN MEDICINE OCCUPATI	ONAL HEALT:			
			922.80		
ORANGE CRUSH	1				
106107	ASPHALT DISPOSAL	09/15/2023	50.00		01-31-5570
Total ORAN	GE CRUSH:		50.00		
9547186	WATER TESTING	02/28/2023	174 80		60-33-5290
19560161	WITESTING	06/30/2023	621.80		60-33-5290
9547187	WW TESTING	02/28/2023	2 400 30		60-33-5291
95663713	WW TESTING	08/31/2023	3,403.80		60-33-5291
TILDAOS			0.000.70		
Iotal PACE	ANALY HEAL SERVICES, LLC:		6,600.70		
PACE SYSTEMS,	INC.				
52159	PACE SCHEDULER AN	08/07/2023	1,625.00		01-21-5290
Total PACE	SYSTEMS, INC.:		1,625.00		
PADDOCK PUBL	ICATIONS. INC				
266047	PUB HEARING PUBLICATIONS	09/25/2023	369.90		01-12-5330
Total PADD	OCK PUBLICATIONS, INC:		369.90		
PRINCIPAL LIFE	INSURANCE CO				
100123	ADMIN VIS DENT LIFE	10/01/2023	350 33		01-12-5060
100123	FIN VIS DENT LIFE	10/01/2023	136.48		01-14-5060
100123	PD VIS DENT LIFE	10/01/2023	2.215.68		01-21-5060
100123	BLDG VIS DENT LIFE	10/01/2023	166.59		01-25-5060
100123	PW VIS DENT LIFE	10/01/2023	489.25		01-31-5060
100123	EMP CONT VIS DENT LIFE	10/01/2023	750.99		27-01-2208
100123	W/S VIS DENT LIFE	10/01/2023	638.16		60-33-5060
Total PRINC	CIPAL LIFE INSURANCE CO:		4,747.48		
QUADIENT LEAS	SING USA, INC				
10132429	POST LEASE ADMIN	09/26/2023	64.01		01-12-5680
10132429	POST LEASE FIN	09/26/2023	64.01		01-14-5680
10132429	POST LEASE PD	09/26/2023	64.01		01-21-5680
10132429	POST LEASE BZ	09/26/2023	64.01		01-25-5680
10132429	POST LEASE EVENTS	09/26/2023	64.01		01-37-5680

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
10132429	POST LEASE WS	09/26/2023	128.03		60-33-5680
Total QUAD	DIENT LEASING USA, INC:		448.08		
RALPH HELM, IN	IC				
383744	TRIMMERS	09/12/2023	116.68		01-31-5130
Total RALP	H HELM, INC:		116.68		
SECRETARY OF	STATE INDEX DEPARTMENT				
02172023	NOTARY FEE- JH	02/17/2023	15.00		01-21-5630
Total SECR	ETARY OF STATE INDEX DEPARTM	IENT:	15.00		
SIMPLIFILE, LC					
398586444392	LEIN FILING	09/22/2023	80.25		60-33-5230
Total SIMPL	LIFILE, LC:		80.25		
	IDMENT COMPANY				
W11313	SWEEPER SERVICE	09/13/2023	2,465.27		01-31-5120
Total STAN	DARD EQUIPMENT COMPANY:		2,465.27		
8071635611	MISC OFFICE SUPPLIES	09/16/2023	35.95		01-12-5610
8071560983	OFFICE SUPP,LIES	09/09/2023	132.74		01-21-5610
Total STAPI	LES ADVANTAGE:		168.69		
	,				
139134	MATERIALS REPAIR NON-POT	09/20/2023	144 70		60-33-5131
141867	PRIMER GLUE - NON POTABLE	09/22/2023	39 75		60-33-5131
129451	W LAB SUPPLIES	09/11/2023	223.40		60-33-5630
Total USA E	BLUEBOOK:		407.85		
	10				
891169709	CURB ON WATER ST - INLET R	08/31/2023	488.50		01-31-5140
Total VCNA	PRAIRIE LLC:		488.50		
	FSS				
9944036652		09/10/2023	80.05		01-12-5320
9944036652	VERIZON FIN	09/10/2023	80.03		01-14-5320
9944036652	VERIZON PD	09/10/2023	276.64		01-21-5320
9944036652	VERIZON B&Z	09/10/2023	44.02		01-25-5320
9944036652	VERIZON SWR/WTR	09/10/2023	299.27		01-31-5320
9944036652	VERIZON PW	09/10/2023	143.41		60-33-5320
9944430651	W/WW DIALER MODEMS	09/14/2023	37.16		60-33-5320
Total VERIZ	ZON WIRELESS:		960.58		
	NC				
5681438	HEALTHCARE BENEFIT	09/25/2023	176.00		01-12-5060

Warrant Report October 2, 2023 Report dates: 10/2/2023-10/2/2023

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WAGE	WORKS, INC:		176.00		
WEX INC					
91921932	FUEL CHARGES PD	09/23/2023	4,008.61		01-21-5620
91921932	B&Z FUEL	09/23/2023	214.94		01-25-5620
91921932	FUEL CHARGES PW	09/23/2023	1,368.21		01-31-5620
91921932	WW/TT WATER/ICE	09/23/2023	8.78		01-37-5631
91921932	FUEL CHARGES WS	09/23/2023	1,366.92		60-33-5620
Total WEX I	NC:		6,967.46		
WILLIAM C ZELS	DORF				
091123	DEPOT	09/24/2023	468.00		01-12-6010
091123	DEPOT	09/24/2023	468.00		01-12-6010
Total WILLIA	M C ZELSDORF:		936.00		
Grand Totals	:		312,950.66		

Report Criteria:

Detail report. Invoices with totals above \$0.00 included. Paid and unpaid invoices included.

Memorandum

To:Village President and Board of TrusteesFrom:Chris Ranieri, Building InspectorSubject:Maintenance Letter of Credit for PAL LAND Storm Water ImprovementsDate:October 2, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the reduction of a letter of credit from \$1,131,156.18 to \$169,673.43 for the maintenance of the storm water improvements for the northern section of the Rock Road Business Park for PAL Land, LLC (201 Christina Dr., East Dundee, IL 60118)

Funding Source:

N/A

Summary:

The Village engineer has approved the storm water improvements for the Rock Road Business Park North. PAL Land, LLC has complied with the Village Code and Kane County Storm Water Ordinance, and they have requested a reduction in their Letter of Credit to 15% for Maintenance for 15 months. Once approved, the Maintenance Letter of Credit shall be \$169,673.43 (15% of the original \$1,131,156.18 L.O.C.)

Attachments:

Resolution Original Letter of Credit Engineer's Inspection Memo



RESOLUTION NUMBER _____-23

RESOLUTION AUTHORIZING THE REDUCTION OF THE LETTER OF CREDIT FOR STORM WATER IMPROVEMENTS FOR PAL LAND LLC

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, there is a Letter of Credit, issued by Barrington Bank & Trust in the amount of one million, one hundred thirty one thousand, one hundred fifty six dollars and eighteen cents (\$1,131,156.18) for the construction of storm water improvements in the northern section of the Terra Business Park Development project within the Village of East Dundee; and

WHEREAS, a field inspection has been conducted to verify that the stated construction improvements are in place and acceptable to village standards by Gerald L. Heinz & Associated, Inc.; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to reduce the Letter of Credit for the project located at Terra Business, to one hundred sixty nine thousand, six hundred and seventy three dollars and forty three cents (\$169,673.43).;

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee hereby approves a reduction of the Letter of Credit for the project located at Terra Business to one hundred sixty nine thousand, six hundred and seventy three dollars and forty three cents (\$169,673.43).

<u>Section Two</u>. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.



IRREVOCABLE LETTER OF CREDIT NUMBER: 10001519

LETTER OF CREDIT ISSUE DATE: JANUARY 26, 2023

APPLICANT: PAL LAND, LLC PAL LAND II, LLC 201 CHRISTINA DRIVE EAST DUNDEE, IL 60118

BENEFICIARY: VILLAGE OF EAST DUNDEE 120 BARRINGTON AVENUE EAST DUNDEE, IL 60118

ISSUED BY: BARRINGTON BA

l

BARRINGTON BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER WINTRUST FINANCIAL CORPORATION ATTN: INTERNATIONAL SERVICES GROUP 231 S. LASALLE ST., 13TH FLOOR CHICAGO, IL 60604

RE: PENNY ROAD & ROCK ROAD STORM SEWER.

AMOUNT: USD1,131,156.18 (ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED FIFTY SIX AND 18/100 U.S. DOLLARS)

EXPIRATION DATE: JANUARY 25, 2024

WE HEREBY ESTABLISH IN FAVOR OF THE ABOVE MENTIONED BENEFICIARY, OUR IRREVOCABLE LETTER OF CREDIT NUMBER 10001519 (THE "LETTER OF CREDIT"), IN THE AGGREGATE AMOUNT OF ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED FIFTY SIX AND 18/100 U.S. DOLLARS (USD1,131,156.18) AVAILABLE BY PAYMENT OF YOUR DRAFTS AT SIGHT DRAWN ON BARRINGTON BANK & TRUST COMPANY, N.A., ("BANK") FOR THE ACCOUNT OF PAL LAND, LLC AND PAL LAND II, LLC.

WE ENGAGE WITH YOU THAT ANY DRAFT AT SIGHT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE FULLY HONORED BY US PROVIDED THAT:



1. IT IS PRESENTED AT THE OFFICE OF BARRINGTON BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604, BY 4:00 P.M. CENTRAL TIME, ON OR BEFORE JANUARY 25, 2024, OR ANY EXTENSION THEREOF AS PERMITTED BY THIS LETTER OF CREDIT.

2. IT IS ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT, AND ALL AMENDMENTS, IF ANY; AND

3. IT IS ACCOMPANIED BY A STATEMENT SIGNED BY THE VILLAGE ADMINISTRATOR OF THE BENEFICIARY, THE VILLAGE OF EAST DUNDEE, STATING THAT:

"THE FUNDS ARE DRAWN UNDER LETTER OF CREDIT NO. 10001519 IN ACCORDANCE WITH THAT CERTAIN AGREEMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND PAL LAND, LLC DATED APRIL 2008 AND AS RESTATED NOVEMBER 12, 2012 AND AS AMENDED (COLLECTIVELY, THE "AGREEMENT")."

THIS IRREVOCABLE LETTER OF CREDIT EXPIRES ON JANUARY 25, 2024, PROVIDED, HOWEVER, THAT THE BANK SHALL NOTIFY THE VILLAGE ADMINISTRATOR OF THE BENEFICIARY, THE VILLAGE OF EAST DUNDEE, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OF SUCH EXPIRATION DATE AT LEAST NINETY (90) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT OR THE OBLIGATIONS CONTAINED HEREIN EXPIRE EXCEPT UPON SUCH PRIOR WRITTEN NOTICE, IT BEING EXPRESSLY AGREED BY THE BANK THAT THE EXPIRATION DATE SHALL BE EXTENDED AS REQUIRED TO COMPLY WITH THIS NOTICE PROVISION.

DRAFTS UNDER THIS LETTER OF CREDIT SHALL BEAR UPON THEIR FACE THE WORDS "DRAWN UNDER LETTER OF CREDIT NO. 10001519 DATED JANUARY 26, 2023."

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE SIDE HEREOF, AND THIS LETTER OF CREDIT SHALL BE PROMPTLY RETURNED TO THE BENEFICIARY AFTER PRESENTATION OF ANY DRAFT WHICH DOES NOT EXHAUST THE AMOUNT OF THIS LETTER OF CREDIT. THE BANK SHALL IMMEDIATELY NOTIFY THE BENEFICIARY OF ANY DEFECTS OR PROBLEMS WITH ANY ATTEMPT TO PRESENT THIS LETTER OF CREDIT OR TO OTHERWISE DRAW FUNDS HEREUNDER, WHICH MAY DELAY OR ADVERSELY IMPACT ANY DISBURSEMENT OF FUNDS HEREUNDER, IN ORDER TO ALLOW THE BENEFICIARY THE CLEAR OPPORTUNITY TO CORRECT ANY SUCH DEFECT OR PROBLEM.

THIS DOCUMENTARY LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" UCP600 (2007 REVISION).

ANY REFERENCE IN THIS LETTER OF CREDIT TO THE AGREEMENT IS FOR IDENTIFICATION PURPOSES ONLY, AND SUCH AGREEMENT DOES NOT FORM A PART OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS NOT TRANSFERABLE.



PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO BARRINGTON BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 REFERENCING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY UNIT AT 1-312-981-0767 OR BY EMAIL TO OUR INTERNATIONAL SERVICES GROUP AT INTERNATIONALSERVICES@WINTRUST.COM.

BARRINGTON BANK & TRUST COMPANY, N.A.

TITLE: AV January 26, 2023 DATE:_

2] TITLE: rucy DATE:



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: September 26, 2023

TO: Chris Ranieri, Building Official

AT: East Dundee

FROM: Joseph D. Heinz, P.E., P.L.S.

SUBJECT: Storm Sewer Improvements

Job No. ED-2266

The developer has completed the construction of the Stormwater Improvements to serve the future Rock Road Business Park. We have inspected the improvements and reviewed the Record Drawings and recommend approval of the project improvements.

The performance letter of credit can be reduced to \$169,673.43 (15% of the original \$1,131,156.18 bond) and should be in place for 15 months. The Village Board is required to approve the reduction.

Please let me know if you have any questions on my comments.

cc Erika Storlie, Village Administrator Phil Cotter, Dir. Of Public Works

Memorandum

To:Village President and Board of TrusteesFrom:Erika Storlie, Village AdministratorSubject:Agreement and Consent to TIF Pledge & Security AgreementDate:October 2, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an agreement allowing PAL Land, LLC (201 Christina Dr., East Dundee, IL 60118) to transfer their existing TIF notes from their existing bank to Barrington Bank & Trust (Wintrust).

Funding Source:

N/A

Summary:

The Village has authorized certain TIF notes to PAL Land for development in the Terra Business Park. These notes are "paid back" or partially reimbursed when the TIF receives an increment from the developers' properties and then refunds that payment back to the developer. Banks can loan to developers against these TIF notes, and in this case, the Developer is requesting to move their TIF notes from their existing bank to Barrington Bank & Trust. The Village Attorney has reviewed and approved the agreement. This approval does not add to or detract from any existing agreement, it solely provides consent to the developer to switch banks.

Attachments:

Resolution Agreement



RESOLUTION NUMBER __-23

A RESOLUTION AUTHORIZING AN AGREEMENT AND CONSENT TO TIF PLEDGE AND SECURITY AGREEMENT

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village and PAL LAND LLC ("Developer") entered into an Amended and Restated Development Agreement dated November 14, 2012, which was subsequently amended by the First Amendment to the Amended and Restated Development Agreement dated May 2, 2022 (as amended from time to time, the "Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the Village agreed to issue certain incentive payments, subject to the terms of the Development Agreement ("Incentive Payments"); and

WHEREAS, Barrington Bank & Trust Company, N.A. has represented to the Village that it has agreed to make certain loans ("Loan") to Developer evidenced by a Revolving Line of Credit Note and Revolving Line of Credit Agreement between Developer and Lender (as amended from time to time, the "Loan Agreement"); and

WHEREAS, as security for the Loan, Lender has required, among other documents evidencing the Loan, a TIF Pledge and Security Agreement ("Pledge Agreement"), executed and delivered by Developer for the benefit of Lender pledging among other things, the Development Agreement, and any Incentive Payments that may become payable to Developer and any rights or proceeds therefrom; and

WHEREAS, pursuant to the Pledge Agreement, the Developer has collaterally assigned to Lender all Incentive Payments that may be issued to Developer ("Pledged Obligations") under the terms of the Development Agreement; and

WHEREAS, Lender requires that the Village provide its consent and agreement to the Developer entering into the Pledge Agreement and assigning the Pledged Obligations; and

WHEREAS, pursuant to its home rule authority, the Board of Trustees of the Village of East Dundee provides its consent to the Pledge Agreement and Pledged Obligations (*"Agreement"*); and

WHEREAS, the Village finds that the Agreement is in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

<u>Section One.</u> <u>Recitals.</u> The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of East Dundee.

<u>Section Two</u>. <u>Acceptance of Agreement</u>. The Village Board of Trustees hereby approves the Agreement, attached hereto as <u>Exhibit A</u>, and in final form and amendments as deemed necessary by the Village Administrator and the Village Counsel.

<u>Section Three</u>. <u>Execution of Agreement</u>. The Village Administrator and Village Clerk are hereby authorized to execute and attest to the Agreement on behalf of the Village.

Section Four. Effective Date. This Resolution shall be in full force and effect from and after its passage by a vote the Village Board of Trustees and approval in the manner required by law.

PASSED thisday of	2023 pursuant to a roll call vote as follows:
AYES:	
NAYES:	
ABSENT:	

APPROVED by me this ______ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

EXHIBIT A

VILLAGE AGREEMENT AND CONSENT TO TIF PLEDGE AND SECURITY AGREEMENT

This VILLAGE AGREEMENT AND CONSENT TO TIF PLEDGE AND SECURITY AGREEMENT (this "<u>Consent</u>"), dated as of ______, 2023, is made and entered into by and among the VILLAGE OF EAST DUNDEE, ILLINOIS, an Illinois home rule municipal corporation ("<u>Village</u>"), BARRINGTON BANK & TRUST COMPANY, N.A. (including its successors and assigns, the "<u>Lender</u>"), and PAL LAND LLC, an Illinois limited liability company ("<u>Developer</u>"). The following recitals form an integral part of this Consent:

A. On September 18, 2006, May 17, 2010 and on May 2, 2022, the Village adopted Ordinance Nos. 06-40, 06-41, 06-42, 10-25, 10-26, 10-27, 22-20, and 22-21 (individually and collectively the "<u>Ordinance</u>") authorizing that certain Amended and Restated Development Agreement by and between the Village and Developer, dated November 14, 2012, as amended by that certain First Amendment to the Amended and Restated Development Agreement by and between the Village and Developer dated as of May 2, 2022 (as amended from time to time, the "<u>Development Agreement</u>").

Β. Pursuant to the Development Agreement, as approved by the Ordinance, the Village agreed to issue Incentive Payments subject to the terms of the Development Agreement including but not limited to that certain Special Tax Increment Revenue Note No. 1 (Tax Increment Redevelopment Project Area No. 2), dated as of March 16, 2009 in the original principal amount of \$2,115,280.48, that certain Special Tax Increment Revenue Note No. 2 (Tax Increment Redevelopment Project Area No. 2), dated as of February 24, 2011 in the original principal amount of \$639,861.00, that certain TIF Note dated as of February 24, 2011 in the original principal amount of \$889,861.00, that certain TIF Note dated as of March 1, 2014 in the original principal amount of \$337,029.15, that certain TIF Note dated as of April 24, 2015 in the original principal amount of \$151,019.29, that certain TIF Note dated as of September, 7, 2016 in the original principal amount of \$1,149,949.21, that certain TIF Note dated as of March 1, 2017 in the original principal amount of \$34,320.25, that certain TIF Note dated as of June 29, 2017 in the original principal amount of \$709,209.34, that certain TIF Note dated as of April 6, 2019 in the original principal amount of \$1,182,888.37, that certain TIF Note dated as of September 26, 2020 in the original principal amount of \$266,437.69, that certain TIF Note dated as of March 1, 2014 in the original principal amount of \$546,949.15, that certain TIF Note dated as of April 24, 2015 in the original principal amount of \$178,401.43, that certain TIF Note dated as of September 7, 2016 in the original principal amount of \$204,668.15, that certain TIF Note dated as of March 1, 2017 in the original principal amount of \$330,935.10, that certain TIF Note dated as of July 29, 2018 in the original principal amount of \$83,548.00, that certain TIF Note dated as of April 6, 2019 in the original principal amount of \$30,626.31, and that certain TIF Note dated as of September 26, 2020 in the original principal amount of \$77,379.98, together with any other TIF Notes issued by the Village to the Developer pursuant to the Development Agreement ("Incentive Payments") for the purpose, in part, of providing terms by which Developer may be partially reimbursed for its project costs by means of incremental property taxes in accordance with the Development Agreement, all as more specifically defined and set forth in the Development Agreement.

C. Lender has represented to Village that they have agreed to make certain loans in the total amount of up to \$20,000,000.00 (collectively, the "Loan") to Developer evidenced by that certain Revolving Line of Credit Note dated the date hereof, and further described in that certain Revolving Line of Credit Agreement, dated as of the date hereof, among Developer and Lender (as amended from time to time, the "Loan Agreement").

D. As security for the Loan, Lender has required, among other documents evidencing the Loan, a TIF Pledge and Security Agreement, dated the same date as the Loan Agreement ("<u>Pledge Agreement</u>"), executed and delivered by Developer for the benefit of Lender pledging among other things,

the Development Agreement, and any Incentive Payments that may become payable to Developer and any rights or proceeds therefrom.

E. Pursuant to the Pledge Agreement, the Developer has collaterally assigned to Lender all Incentive Payments that may be issued to Developer ("<u>Pledged Obligations</u>") under the terms of the Development Agreement.

F. The Development Agreement and the Pledged Obligations issued in connection therewith, all ordinances relating thereto, and all other documents and agreements between Village and Developer relating thereto are collectively referred to herein as the "Development Documents".

G. The Village authorized entry into this Consent.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Consent hereby agree as follows:

1. <u>Consent</u>. Village hereby consents to (a) the assignment by Developer to Lender of Developer's right, title and interest under each of the Development Documents pursuant to the Pledge Agreement, (b) Lender holding the Pledged Obligations for the term of the Loan Agreement, and (c) the pledge by Developer to Lender of the Pledged Obligations.

2. <u>Attornment</u>. Village acknowledges and agrees that it will make full and complete attornment (without the necessity of any other or further attornment or instrument) to, and to accept performance of the Developer's obligations under the Development Documents, from (a) Lender, (or an affiliate of Lender organized to hold title to the Property for which the Village has approved an assignment under the Development Agreement ("<u>Affiliate</u>")), or (b) any receiver which Lender requests be appointed for the Property. Such attornment shall be for the balance of the term of each of the Development Documents, including any extensions thereof, and shall be upon the same terms, covenants and conditions as provided in the Development Documents so as to establish direct privity of estate and contract between Village and Lender (or its Affiliate), with the same force and effect as though the Development Documents were made directly between Village and the person to whom Village shall attorn as aforesaid.

3. <u>Amendment of Development Documents</u>. Developer acknowledges and agrees that, so long as the Loan shall remain outstanding and unpaid, Developer shall not, without the prior written notice to Lender, (a) cancel or terminate any of the Development Documents, or (b) assign any of the Development Documents other than pursuant to the provisions of this Consent.

4. <u>Lender's Right to Cure Developer Default</u>. Developer shall serve Lender with all official notices and demands under the Development Agreement at the address set forth in **Section 10.2** hereof. If any breach or default on the part of the Developer occurs under the Development Documents and the Developer fails to cure the same within any applicable cure or grace period (any such uncured breach or default being referred to herein as a "<u>Developer Default</u>"), Lender shall have the right, but not the obligation, to cure or cause the cure of such Developer Default on the same terms, under the same conditions, and within the same cure or grace period, as Developer under the Development Agreement.

5. <u>Exercise of Remedies for Developer Default</u>. If Lender, or any Affiliate of Lender exercises its rights under the Loan Documents (as defined in the Loan Agreement) and thereby acquires all of the Developer's rights under the Development Documents, then Lender or any Affiliate, shall be liable for the obligations of Developer under the Development Documents only for the period of time that Lender

or such Affiliate remains the holder of such rights. Lender and any Affiliate, shall not have any obligations under the Development Documents for any obligations which accrue or arise after its rights thereunder have been assigned or otherwise disposed of thereafter in accordance with the Development Documents.

6. <u>Casualty and Condemnation Proceeds</u>. So long as the Loan remains outstanding, the parties acknowledge and agree that all proceeds from any casualty to or any condemnation (or sale under threat of condemnation) of the Property shall be first paid to Lender.

7. <u>Acknowledgment of Lender's Rights and Interests in Pledged Obligations; Other</u> <u>Payments</u>.

(a) The Village has agreed to issue certain Incentive Payments subject to the terms and conditions of the Development Agreement.

(b) Intentionally Deleted.

(c) Following written notice by Lender to the Village that an Event of Default exists under the Loan Agreement, the Village shall deliver any or all of the Pledged Obligations and Incentive Payments that may become payable under the Development Agreement to or at the order of Lender. The Developer hereby authorizes and directs the Village to take such action and agrees that such authorization is not revocable by Developer until and unless the Loan is repaid in full.

(d) The Village further acknowledges and agrees, and Developer acknowledges and agrees and irrevocably directs, that following written notice by Lender to the Village that an Event of Default exists under the Loan Agreement, (i) all payments of principal, interest or other amounts payable under the Pledged Obligations, including without limitation, any amounts payable in full or partial redemption of the Pledged Obligations, and (ii) all amounts payable from the Village to Developer pursuant to any provision of any of the Development Documents shall be paid to Lender for application in accordance with the Loan Agreement, by electronic wire or account transfer.

(e) Lender and Developer release the Village from any claims, causes of action, costs, expenses, demands, and damages arising from, or related to the Village's performance of its obligations under this Section 7.

8. <u>Indemnification</u>. Developer shall indemnify, defend with counsel of the Village's choosing, and hold the Village harmless from and against any claims, causes of action, costs, expenses, demands, and damages arising from, or related to, a Developer Default, the Pledge Agreement, and the Pledged Obligations.

9. <u>Termination</u>. This Consent shall terminate upon the earliest of (i) the mutual written consent of Lender, the Developer and the Village, or (ii) the payment in full, satisfaction and discharge of all of the principal of and accrued interest on the Loan and such termination shall be automatic and require no further documentation, or (iii) Incentive Payments are no longer payable under the terms of the Development Agreement.

10. <u>Miscellaneous</u>.

10.1 <u>Waiver</u>. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Village or Lender of any subsequent breach or default or of any breach or default

of any other provisions of this Consent. Any waiver by Village or Lender must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default of Developer.

10.2 <u>Notices</u>. Any notices required or permitted to be given under this Consent shall be in writing and shall be deemed to have been given if and when received if personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

To Lender:

BARRINGTON BANK & TRUST COMPANY, N.A. 201 S. Hough Street Barrington, Illinois 60010 Attn: Burke Groom E-mail: bgroom@barringtonbank.com

With a copy to: Thompson Coburn LLP 55 E Monroe Street, 37th Floor Chicago, Illinois 60603 Attn: Justin M. Newman E-mail: jmnewman@thompsoncoburn.com

To Developer:

To Village:

PAL LAND, LLC 201 Christina Drive East Dundee, Illinois 60118 Attn: Joseph L. Palumbo

With a copy to:

Peter Bazos Bazos, Freeman, Schuster & Pope 1250 Larkin Avenue Elgin, Illinois 60123 E-mail: pbazos@bazosfreeman.com

VILLAGE OF EAST DUNDEE 120 Barrington Avenue East Dundee, IL 60118 Attn: _ Attn: Erika Storlie, Village Administrator E-mail: estorlie@eastdundee.net With a copy to:

Elrod Friedman, LLP 325 N. LaSalle Street, Suite 450 Chicago, IL 60654 Attn: Kelley A. Gandurski E-mail: kelley.gandurski@elrodfriedman.com

or to such other address the party to receive such notice may have theretofore furnished to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, no notice of the exercise of any right or option granted to Lender herein is required to be given.

10.3 <u>Counterparts</u>. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent.

10.4 <u>Governing Law and Venue</u>. This Consent and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois (without giving effect to the conflicts of law provisions thereof). Venue for any litigation arising out of or related to this Consent shall lie exclusively in the Sixteenth Judicial Circuit Court in Kane County, Illinois, or the U.S. District Court for the Northern District of Illinois.

10.5 <u>General</u>. This Consent may not be modified or amended except by written agreement of the parties hereto. The headings contained herein have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms and provisions hereof. If any term, covenant or condition of this Consent, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Consent, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Consent shall be valid and enforceable to the fullest extent permitted by law. This Consent represents the entire agreement between Lender and the Village and all prior negotiations and communications between the parties concerning the subject hereof are superseded hereby.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE FOR VILLAGE CONSENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the year and date first set forth above.

"VILLAGE" VILLAGE OF EAST DUNDEE, ILLINOIS

By:			
Name:			
Title:			
Attest:			
Name	e		
Title			
"LENDER" BARRINGTON COMPANY, N.A.	BANK	&	TRUST
By:			
By: Name:			

"DEVELOPER"

PAL LAND LLC, an Illinois limited liability company

By:_____

Name: Joseph L. Palumbo Title: Manager

EXHIBIT A

DEVELOPMENT DOCUMENTS

[See attached]

Memorandum

То:	Village President and Board of Trustees	(=EAST= Dundee
From:	Caleb Haydock, Management Intern Franco Bottalico, Assistant to the Village Administrator	\$\$ 7. 18 ⁸¹
Subject:	Amendment to Chapter 37 of the Village Code Regarding Depor	t Fees
Date:	October 2, 2023	

Action Requested:

Staff recommends Village Board approval of an ordinance amending Chapter 37, Fee and Fine Schedule, of the Village Code to remove the \$100 security deposit requirement for Depot/Depot Park location rentals.

Summary:

To further simplify the permitting process and financial reporting of the Depot/Depot Park rentals, staff recommends removing the \$100 security deposit requirement since the Village requires the applicant to provide the Village with an ACORD certificate of liability insurance listing the Village and its officers as additionally insureds. Additionally, under the "Rules and Regulations" section of the application, it states that any damage or repairs would be billed back to the applicant. If approved, the application will be updated to remove the deposit language.

Chapter 37.01(II), Use of the Depot and Depot Park.

- (II) Use of the Depot and Depot Park:
 - (1) Depot and Depot Park: \$50 for resident, \$100 for non-resident per day.
 - (2) Depot or Depot Park: \$25 for resident, \$50 for non-resident per day.
 - (3) Power access for musicians: \$25 per day.

(4) Security deposit: \$100 per day.

Attachment(s):

Ordinance

ORDINANCE NUMBER 23 - ___

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE EAST DUNDEE VILLAGE CODE REGARDING DEPOT AND DEPOT PARK RENTAL FEES

WHEREAS, the Village of East Dundee (*"Village"*) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village President and Board of Trustees have reviewed the recommendation, and hereby desire to amend Chapter 37 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

SECTION 1: **Incorporation.** That each of the Recitals above are incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Amendment. Chapter 37 of the Municipal Code, entitled "Fee and Fine Schedule" is hereby amended to read as follows, with deletions struck through.

§ Chapter 37.01(II), Use of the Depot and Depot Park.

- (II) Use of the Depot and Depot Park:
 - (1) Depot and Depot Park: \$50 for resident, \$100 for non-resident per day.
 - (2) Depot or Depot Park: \$25 for resident, \$50 for non-resident per day.
 - (3) Power access for musicians: \$25 per day.
 - (4) Security deposit: \$100 per day.

SECTION 3: **Continuation**. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph, or provision of this Ordinance shall be held to be invalid and unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this _	day of	2023 pursuant to a roll call vote as follows:
AYES:		
NAYES:		
ABSENT:		
	APPROVED by me this	of 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum

To:Village President and Board of TrusteesFrom:Erika Storlie, Village AdministratorSubject:Discussion Regarding the Status of Video GamingDate:October 2, 2023



Action Requested:

Staff request Village Board discussion and direction on the current state of video gaming in the Village of East Dundee.

Summary:

At the June 6, 2022, Committee of the Whole meeting the Village Board discussed and made recommendations for requirements for video gaming in the Village. Those recommendations were adopted on July 18, 2022, and included:

- 1. Noise from any gaming terminal must not emanate beyond the area occupied by the player;
- 2. Convenience stores must have a fueling station attached and a minimum of 3,000 square feet of interior floor area in order to be eligible for a video gaming license;
- 3. The number of terminals allowed at any establishment will be calculated based on the overall square footage of the establishment, allowing for 1 gaming terminal for every 750 square feet of public space.

All requirements were enacted "going forward", meaning that all existing gaming license holders as of July 18, 2022, were grandfathered in and not required to retroactively comply.

It has been a little over a year since the topic was last discussed by the Village Board and since that time staff continues to be inundated with requests for additional gaming licenses throughout the Village. That has necessitated the need to continue the discussion from last year to see if any further action is warranted to maintain the public health and safety of the Village and to mitigate the oversaturation of video gaming.

Staff recommends the Board consider a 1-year moratorium on the issuance of any new video gaming licenses in East Dundee. This would provide additional time to monitor the existing gaming operations and obtain feedback from the businesses and the community.

Additionally, during the moratorium the Board can consider if any additional guidelines should be enacted for video gaming in the Village. Staff would recommend a radius prohibition, whereby a new licensee would not be able to open an additional video gaming operation if there is already one in operation within a certain defined radius. This would assist with the issue the Village is currently facing at a strip mall on Penny Ave where there two video gaming establishment already operate and now the Village has received interest from a third establishment in the same mall to also have video gaming. If approved, 3 of the 6 storefronts in the mall would have gaming operations.

Currently, there are 21 establishments in East Dundee that host video gaming terminals, with a total of 119 individual terminals. There are two current proposed applications and one application seeking to ask the Board to consider amending its liquor license classifications to permit pouring in a package liquor store in order to host video gaming. The current terminal count represents 1 video gaming terminal for every 26 residents in the Village. For the sake of comparison, Mt. Prospect currently has a maximum of 45 terminals, for a terminal count of 1 for every 1,234 residents.

The recent special use permit the Village Board granted to 210 Penny Ave Units G & H has also asked to host video gaming. Staff advised the applicant that a Class B does not permit pouring, thus video gaming is not permitted, but it would be up to the Board to decide if a new classification is to be made to accommodate this request. Staff recommends not pursuing any amendments to the classifications to accommodate this use at this time. Additionally, this location is a strip mall that already houses two gaming location tenants next to a massage parlor, an optometrist, and an air soft retailer. This is not an ideal spot to allow another video gaming terminal location and to continue to dilute the existing video gaming establishments. A Google Maps image is attached.

Staff also recommends further examination into the issue that there are currently no dinner sitdown restaurants in the Village that do not have video gaming since the closure of the Anvil Club. Families with children who do not want to patronize establishments with gaming are limited to quick serve restaurants and if they want to visit a sit-down restaurant must travel to West Dundee. This is also an issue for recovering compulsive gamblers, or those with a gambling disorder. Those members of our community must travel to other communities to have a meal without being subjected to gambling marketing and advertisements. Briana's and Benedict's are two sit-down restaurants without gaming; however they are not open for dinner. If the moratorium is enacted, staff would operate a waiting list and add interested parties to it in the order applications were received, so that in the event that a licensee were to close, the next applicant 'in line" would have an opportunity to apply for a license.

Lastly, staff recommends the Village cap the total number of licensees at a specific number so that ones that number has been reached, no further licenses will be considered. This will prevent the further saturation of the marketplace and the concept that every business in the Village needs to have video gaming.

Attachments:

210 Penny Ave. Google Maps Image (Mall) List of Licensed Establishments

Licensed Gaming Establishments – September 2023

1.	Aliano's Cafe	304 N River St
2.	Bandito Barney's	10 N River ST
3.	Black & Gray Brewing	311 Barrington Ave, Ste B
4.	Brown's Chicken	529 Dundee Ave
5.	Calendo's Corner	302 N. River Street
6.	Carol's Corner	5 E Main St
7.	DC Cobbs	311 Barrington Ave
8.	Diamond Jim's	325 Meier St
9.	Dolly's Cafe	210 Penny Avenue
10.	Dundee Marathon	305 E Main Street
11.	East Dundee Shell	1097 E Main Street
12.	La Mariskera Kitchen & Bar	503 Dundee ave
13.	Lucky Joe's Cafe	210 Penny Ave
14.	River Lee's	6 E Main St
15.	River Street Tavern	102 N River St
16.	Rosie O'hare's Public House	702 Water St
17.	Royal's	505 Dundee Ave.
18.	Sasa's Bistro	470 E Dundee Ave
19.	Spartan Axe Throwing	315 4th St.
20.	Speedway #7764	1031 East Main Street
21.	Thorntons #306	100 Dundee Ave



Memorandum

To:Village President and Board of TrusteesFrom:Erika Storlie, Village AdministratorSubject:Downtown Parking Garage RFP Response DiscussionDate:October 2, 2023



Action Requested:

Staff recommends that the Village Board discuss the response to the Request for Proposals (RFP) for the design and construction of a parking garage in downtown East Dundee and review funding options.

Summary:

Last year staff presented options for the addition of parking to serve the downtown area in East Dundee. One of those recommendations was to construct a contextually appropriate 2 story parking garage with a historic façade at the corner of Jackson & River St. Discussions continue with the property owner for the acquisition of the property and staff is optimistic that a property transfer will occur in 2023.

In December of 2022, the Village Board gave direction to contract with the Village Engineer to draft RFP documents that would be released to the public to obtain pricing for a parking garage utilizing a design-build process. The design-build process combines what is usually two separate functions into one as a way to decrease the cost and amount of time necessary to complete a project.

The RFP was released earlier this year and published in the Daily Herald on August 21, 2023. The bids were due on August 25. The Village received three bids that were reviewed and scored by staff. The attached memo from Village Engineer Heinz details the scoring and the rationale for the recommendation to award the project to McHugh Construction. Engineer Heinz will be present at the meeting and will provide an overview of the responses, the construction methodology, and how the design-build process will work if the board direction is to proceed.

Understanding that there is a lot of potential development in the pipeline for both the core downtown and the adjacent areas, and that the current mix of restaurants and other
establishments is very successful and has created a substantial parking shortage, staff recommends proceeding with a multi-story parking facility at this location.

The construction timeline for the project has a target date of completion of October 2024 and the recommended bidder came in at a project cost of \$6,374,317 for 163 stalls for a cost per stall of \$39,106.24.

The proposed funding for this project will come from multiple sources. The estimate below details the funding mix:

Funding Source	Amount
Grants (State of IL)	\$900,000
TIF Funding (cash on hand)	\$2,000,000
Bond (borrowing)	\$3,474,317
Total	\$6,374,317

Attached to this memo is a draft bond proposal from Baird detailing a payback schedule for a potential \$5M borrowing. Staff is waiting for an additional proposal at the lower number in the chart, but this is illustrative to show that if the Village borrowed \$5M for the garage, the annual debt service, or amount to be paid back each year, would be approximately \$400,000 per year for 20 years. At the lower amount of borrowing, staff can conclude the payments would be a little over half of that number.

The downtown TIF has approximately 8 years left on it, so staff proposes that the first 8 years of debt service be paid by the TIF. Once the TIF expires, the remaining funding will have to come from the General Fund unless the Village is successful in obtaining an extension to the Downtown TIF. Alternatively, ported TIF funds may be available to pay down some or all of the remaining bond at the expiration of the TIF. Staff is still finalizing projections for this and will provide multiple financing options for a future board meeting if the board direction is to proceed.

The recommended bidder also provided an add-on option to increase the number of parking stalls to 187 for an additional \$784,794. Engineer Heinz will explain how they propose to accomplish this. The cost per stall decreases to \$38,284 at this stall count but the overall cost of the project increases to \$7,159,111. Staff seeks direction from the board if the optional add on should be entertained.

Also attached is the 2021 parking study that concluded that the downtown has a shortage of 259 parking spaces. With the addition of this garage and the potential acquisition of the surface lot at Water St & Jackson St, that number would be reduced to \sim 63.



Proposed Site of Parking Garage at 110 N. River

Attachments:

Updated Bond Analysis Staff Evaluation of RFP Responses 2021 Parking Study RFP Responses Certificate of Publication in Daily Herald



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: September 26, 2023

TO: Erika Storlie, Village Administrator

AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: Downtown Parking Structure Proposal Recommendation

Job No. ED-2314

Three (3) proposals were received following the Request for Proposals (RFP) for the downtown parking structure. Per the RFP we followed a two-step selection process for the Design-Build Parking Structure. The proposals were submitted in 2 parts, the first was to contain the proposed Design-Build Team, Design-Build Capabilities, Design-Build Team Understanding and Approach, Supportive Information, General Representations, and Required Forms. The second part was to contain the Cost Proposal.

We met with Village Staff (Franco Bottalico, Phil Cotter, and Chris Ranieri) as the Selection Committee to evaluate the received proposals using the four (4) evaluation criteria and percentages noted in the RFP. Our results for the first step ratings are as follows:

	Construction Typ			ion Type					
	Experience (35%)		(30%)		Maintenance (15%)		Schedule (20%)		TOTAL
	Notes	Points	Notes	Points	Notes	Points	Notes	Points	POINTS
Cordogan Clark	1 CC, 2 WGI	2	149	2	\$33 <i>,</i> 952	2	13 mo.	2	2.00
McHugh	2 Mc, 2 Des	3	163	3		0	14 mo.	1	2.15
Mortenson	1 Mrt, 2 Wlkr	2	117	1	\$24,068	3	12.25 mo.	3	2.05

Following the RFP, the top 2 or 3 proposals were to be then evaluated on the Cost Proposal. Since we had three (3) proposals, we determined that we would evaluate all there (3) Cost Proposals. The cost comparison is below:

	Total Cost	Proposed Stalls	Cost per Stall
Cordogan Clark	\$ 7,409,189	149	\$ 49,726.10
McHugh	\$ 6,374,317	163	\$ 39,106.24
Mortenson	\$ 5,840,156	117	\$ 49,915.86

Given the total points, top stall count along with the lowest cost per stall, the selection committee recommends that the Village Board award the Downtown Parking Structure project to the James McHugh Construction Company. It should also be noted that the McHugh proposal included a roof level alternative to provide 24 additional stalls.

If you have any further questions or need more information, please do not hesitate to contact us.

Drawings





Village of East Dundee, Illinois

Hypothetical Illustration of General Obligation Bonds, Series 2023 ⁽¹⁾ \$5 Million Project - Parking Garage

		General Obligation Bonds, Series 2023 ⁽¹⁾								
Bond Year Ending December 1	Principal	Assumed Coupon	Assumed Yield	Assumed Interest	Total Debt Service					
	(12/1)			(6/1 & 12/1)						
2024	\$155,000	5.000%	4.000%	\$249,806	\$404,806					
2025	\$165,000	5.000%	3.900%	\$242,056	\$407,056					
2026	\$170,000	5.000%	3.850%	\$233,806	\$403,806					
2027	\$180,000	5.000%	3.800%	\$225,306	\$405,306					
2028	\$190,000	5.000%	3.800%	\$216,306	\$406,306					
2029	\$200,000	5.000%	3.850%	\$206,806	\$406,806					
2030	\$210,000	5.000%	3.900%	\$196,806	\$406,806					
2031	\$220,000	5.000%	3.950%	\$186,306	\$406,306					
2032	\$230,000	5.000%	4.150%	\$175,306	\$405,306					
2033	\$240,000	5.000%	4.150%	\$163,806	\$403,806					
2034	\$250,000	5.000%	4.350%	\$151,806	\$401,806					
2035	\$265,000	5.000%	4.350%	\$139,306	\$404,306					
2036	\$280,000	5.000%	4.580%	\$126,056	\$406,056					
2037	\$295,000	5.000%	4.580%	\$112,056	\$407,056					
2038	\$305,000	4.500%	4.800%	\$97,306	\$402,306					
2039	\$320,000	4.500%	4.800%	\$83,581	\$403,581					
2040	\$335,000	4.625%	4.900%	\$69,181	\$404,181					
2041	\$350,000	4.625%	4.900%	\$53,688	\$403,688					
2042	\$365,000	5.000%	5.000%	\$37,500	\$402,500					
2043	\$385,000	5.000%	5.000%	\$19,250	\$404,250					
	\$5,110,000		_	\$2,986,044	\$8,096,044					
		Assur	ned Sources a	and Uses						
	Sources of Fund	ls								
	Par Amount				\$5,110,000					
	Reoffering Premi	um			\$106,039					
	Total Sources				\$5,216,039					
	Uses of Funds									
	Deposit to Projec	t Fund			\$5,000,000					
	Assumed Costs of	of Issuance ⁽²⁾			\$211,361					
	Rounding Amoun	t			\$4,677					
	Total Uses of Fur	nds			\$5,216,039					
	Potential True In	nterest Cost	(3)		4.62%					
	Potential True In	nterest Cost	Minus 10 Bas	is Points ⁽³⁾	4.52%					
	Potential True Ir	nterest Cost	Plus 10 Basis	Points (3)	4.72%					

⁽¹⁾ This illustration represents a mathematical calculation of potential interest cost, assuming hypothetical rates based on current bank qualified rates for general obligation bonds rated Baa1 with AA rated insurance as of September 14, 2023. Actual rates may vary. If actual rates are higher than those assumed, the interest cost would be higher. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a financing or otherwise be considered as advice. Structure assumes twenty year amortization level debt service with delivery date of December 1, 2023. Preliminary, subject to change.

(2) Assumed costs of issuance of 2.50% of bond proceeds and a bond insurance premium of 100 basis points. Preliminary, subject to change.(3) True Interest Cost is the rate of interest, compounded semi-annually, required to discount the payments of principal and interest to bondholders to the original purchase price.

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Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: November 12, 2021

TO: Jennifer Ramsay, Village Administrator

AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: Downtown Parking Analysis

Job No. ED-2272

The Village has requested that we analyze the available downtown parking to determine whether or not additional parking stalls are warranted. Our first step was to determine the parking count required by code. Our study area consisted of the businesses north of Main Street and south of Barrington Avenue. A map is attached showing the study area for determining parking requirements.

The downtown business district lies within the B1 zoning district. The parking requirement is 1 space per 200 square feet of floor area for all uses. The B1 zoning district only requires off-street parking if the calculated required parking spaces is 10 or more. There is also a floor area exemption which varies by use and floor level. Attached is a spreadsheet showing the calculated business areas along with calculations for required and provided parking stalls. We calculated that 402 spaces are to be required off-street. Many businesses are not required to provide off-street parking since the calculated requirement is under 10. To better determine total parking needs, we provided parking calculations without the exemptions and minimum stall requirement. The total parking need in the downtown business district without any exemptions is 832 spaces. There are 544 available on-street and off-street parking spaces with an additional 29 stalls along Van Buren Street from Jackson Street to Barrington Avenue, for a total of 573 stalls. Therefore, the calculated shortfall is 259 spaces.

As a possible site, we looked at the gravel lot at the southeast corner of River Street and Hill Street. A surface parking lot could accommodate approximately 83 spaces. We estimate that the parking lot would cost around \$475,000 to design and construct. A two-level parking structure on the same lot could accommodate approximately 146 spaces. In general, a parking structure in this area costs approximately \$37,700 per stall to design and construct, or in this case \$5,500,000. Please note that the estimates do not include land acquisition costs.

The additional 146 spaces reduce the shortfall to 113 spaces. The 200 block of River Street consists mainly of offices which would typically be closed during peak hours for the other businesses within the area. The calculated required spaces for this block is 100 spaces which brings the total count closer to the calculated need, or 13 stalls short.

Please let us know if you have any questions on this matter.



Village of East Dundee Downtown Parking Evaluation

		Area						
		Exception,	Area,	Residential	Spaces Req'd	Space Req'd	Spaces	
Address	Area, Sq.Ft.	Sq.Ft.	Sq.Ft.	Units	per Code	w/o Exception	Available	Notes
					-			
311 Barrington	15570	2000	13570		68	78	79	
v	890		890	10	10	14		2nd Floor Patio Area
215 Barrington Ave	1380	2000	0		0	7	3	
211 Barrington Ave	1785	2500	0		0	9	2	
207 Barrington Ave	450	2500	0		0	2	10	
315 E. Fourth St.	1882	2500	0		0	9	6	
326 & 324 N. River St.	1390	2500	0		0	7	70	
2nd floor	1390	3500	0		0	7		
322 N. River St.	1252	1500	0		0	6		
2nd floor				1	1	1		
320 N. River St.	1308	1500	0		0	7		
2nd floor	1308	3000	0		0	7		
318 N. River St.	1370	2500	0		0	7		
2nd floor				1	1	1		
316 N. River St.	1258	2000	0		0	6		
2nd floor	1258		1258		0	6		
314 N. River St.	1187	2500	0		0	6		
2nd floor	1187		1187		0	6		
312 N. River St.	960	1500	0		0	5		
2nd floor				1	1	1		
310 N. River St.	4111	2000	2111		11	21		
2nd floor				1	1	1		
308 & 306 N. River St.	2700		2700		14	14		
304 N. River St.	1707	2000	0		0	9		
2nd floor				2	2	2		
302 N. River St.	1265	2000	0		0	6		
2nd/3rd floor				4	4	4		
319 N. River St.	2165	2000			0	11		
202 Barrington Ave.	1635	1500			1	8	55	
2nd floor	1500	3000			0	8		
325 Meier St.	5213	2000	3213		16	26		
2nd floor	970	2500	0		0	5		
319 Meier St.	2773	1500	1273		0	14		
2nd floor			-	1	1	1		
309 Meier St.	11976	2000	9976		50	60	36	Anvil Gravel Lot
2nd floor	9923	2500	7423		37	50		
220 N. River St.	6020	1500	4520		23	30	65	
2nd floor	5350	3000	2350		12	27		
212 N. River St.	275	2500	0		0	1		
210 N. River St.	979	2500	0		0	5		
2nd floor	979	1500	0		0	5		
206 N. River St.	1624	1500	124		0	8		
2nd floor	995	3000	0		0	5		
202 N. River St.	2290	2500	0		0	11		
2nd floor	1500	3500	0		0			
112 Railroad St	300	2000	0		0	2	45	Village Parking Lot
	5363	2000	2862		1/	27	, <u>,</u> , , , , , , , , , , , , , , , , ,	
107 N River St	JS02 //650	2300	2002		12	27	41	
202 N. Hiver St. 2nd floor	1716	2000	2033		0	 		
7 Jackson St	2777	2000	6777		34	44		
/ Juckson Ju	0///	2000	0///		J4			1

		Area						
		Exception,	Area,	Residential	Spaces Req'd	Space Req'd	Spaces	
Address	Area, Sq.Ft.	Sq.Ft.	Sq.Ft.	Units	per Code	w/o Exception	Available	Notes
312 Jackson St.	2300	2000	300		2	12	46	
310 Jackson St.	5400	2000	3400		17	27		
2nd floor	850	3500	0		0	4		
10 N. River St.	13705	2000	11705		59	69		
2nd floor	1277	2500	0		0	6		
307 E. Main St.	1625	1500	125		1	8		
2nd floor	1440	3000	0		0	7		
305 E. Main St.	3900	2500	1400		7	20		
15 E. Main St.	824	2000	0		0	4	77	
7 E. Main St.	2085	1500	585		0	10		
5 E. Main St.	2054	2000	54		0	10		
				4	4	4		
68 Water St.	816	2500	0		0	4		
1 E. Main St.	2625	2500	125		1	13	9	
Van Buren St. Parking							29	Street Parking Stalls
				TOTALS	402	832	573	

Date: 11-10-2021

REQUEST FOR QUALIFICATIONS

VILLAGE OF EAST DUNDEE

DESIGN-BUILD DOWNTOWN EAST DUNDEE PARKING STRUCTURE

AUGUST 25, 2023







- A. COVER LETTER
- B. PROJECT PROPOSAL
 - 1. DESIGN-BUILD TEAM
 - 2. DESIGN-BUILD TEAM CAPABILITIES
 - 3. DESIGN-BUILD TEAM UNDERSTANDING & APPROACH
 - 4 & 5. SUPPORTIVE INFORMATION & GENERAL REPRESENTATIONS
 - 6. REQUIRED FORMS
- C. COST PROPOSAL (ATTACHED SEPARATELY IN ENVELOPE TWO)
- D. APPENDIX

A. COVER LETTER

JITES RIOTT A - -----SUMMER EVENTS N/ Foundry Parking Structure - Loveland, Colorado



August 25, 2023

Village of East Dundee Attn: Joseph Heinz, Village Engineer 120 Barrington Avenue East Dundee, IL 60118

RE: REQUEST FOR PROPOSAL – DESIGN-BUILD RFP FOR DOWNTOWN PARKING STRUCTURE

Dear Mr. Heinz and Selection Committee,

Cordogan Clark is pleased to present our Design-Build Proposal to the Village of East Dundee for a New Downtown Parking Structure. Our team will ensure that the Village and its community receive the best and most attentive services at the best value. Cordogan Clark, in collaboration with WGI and Pinnacle Engineering Group, represents the level of effectiveness and efficiency that is needed for this project. We believe our team will be an excellent partner and we are eager to provide the highest caliber Design-Build services at the best value.

Cordogan Clark is a full-service firm of more than 135 architectural, engineering, interiors, and construction professionals dedicated to excellence. We fully understand the scope of work to include all labor, materials, and provisions necessary to produce final design, construction documents, permitting, and construction of a 2-level parking structure located in downtown East Dundee. Our Design-Build Team is prepared to provide a comprehensive, turnkey scope of services from the design process through construction closeout, designing and building a high-quality cast in place concrete parking structure that will reflect and compliment other buildings within the downtown district as well as provide needed parking for visitors.

Our project approach focuses on our clients, the end users, and the community. We prioritize the most beneficial aspects that will generate tangible effects for your team and the community which you serve. Communication is at the core of our philosophy. We dedicate ourselves to listening, learning, and engaging with your team. Our team not only offers unequaled dedication and is composed of some of the most innovative designers, but also forms a unique collaboration that will not only put your needs first but ensure the most conscientious designs possible. Our team can begin working with you immediately and partner with your team to create facilities that the Village will be proud of. We are enthusiastic about this opportunity and look forward to serving the Village of East Dundee.

Thank you for your consideration of our qualifications. If you have any questions regarding our team or this proposal, please contact Brian at 630-209-7525 or bkronewitter@cordoganclark.com.

Sincerely, Cordogan Clark

Brian Kronewitter, AIA, DBIA Executive Vice President

Cordogan Clark acknowledges receipt of all addendums on July 28, 2023.

B. PROJECT PROPOSAL

RMIN

D Gates A1-A15

PARKIN GRAMMANIA

- D Gates M

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Dallas-Fort Worth International Airport Parking Structure - Dallas-Fort Worth, Texas

The start

A TT





Foundry Parking Structure - Loveland, Colorado

KEY PERSONNEL

3. Extent of company's principal members' involvement. 7. Resources available to perform the work for the duration of the project and other on-going projects.

Our highly experienced team members are committed to working collaboratively with the Village of East Dundee. The structure of our firm provides close, personal participation by principals and key personnel on each project. Assisted by an excellent staff of trained professionals, firm principals guide each project from programming and conceptual stages through construction and occupancy, providing experienced project management and consistent design quality.

The team we have assembled represents the level of effectiveness and efficiency that is needed for this project. In no other team will you find this balance of project understanding, alignment of skills and collaborative initiative. Construction Executive and Project Director, Brian Kronewitter, Director of Design, Bruce Cairns, and Project Manager, Tim Weber, are readily available and committed to working on this project for the Village of East Dundee, along with the rest of our highly experienced team members. Please see below for an organizational chart of the proposed team. Detailed resumes can be referenced in the appendix of this proposal.

The Design-Build Team comprehends and acknowledges the Village of East Dundee's request for a 2-level parking structure. Cordogan Clark will fulfill all stipulated Village requirements for the project.

1. Key personnel and their specific project roles. 1. Primary Contact for Design related issues. 2. Primary Contact for Construction related issues. 4 & 5. Name of Key Members and Project Managers who will be performing the work on this project, and their responsibilities on this project, experience on similar or related projects of this size and scope, unique qualifications, and percentage of their time that will be devoted to the entire project.

The "*" denotes Primary Contact for Design and Construction related issues. Additional experience for each team member can be found in their respective resumes, located in the proposal's appendix.

CORDOGAN CLARK PROJECT LEADERSHIP



BRIAN KRONEWITTER*

Construction Executive | Project Director

- P: 630.209.7525
- E: bkronewitter@cordoganclark.com

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Brian is our Project Director and has over 30 years of experience primarily designing and building public sector projects. We are dedicating one of our key firm leaders to this project.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 15%



BRUCE CAIRNS

Director of Design

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Bruce plays a pivotal role as Director of Design, as he manages the design process from start to finish, utilizing his expertise and client-oriented approach.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 10%



RICHARD BLAIR *Project Manager*

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Richard will have a hands-on role as the Project Manager for this project, overseeing each step from beginning to end.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 20%

CORDOGAN CLARK MECHANICAL ENGINEER



DAVID ALLEN Director of MEP Engineering

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS David will serve as the Director of MEP Engineering having an active role from the conceptualization of these projects until the completion.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 10%



CORDOGAN CLARK CONSTRUCTION TEAM

RICK KRISCHEL Construction Superintendent

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Rick is our Construction Superintendent and will utilize his knowledge and project leadership experience through all facets of project management, supervision, and contract administration.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 75%



BEN NELSON Pre-Construction / Estimating & Construction Executive

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Ben is our Pre-Construction, Estimating, & Construction Executive and has over 20 years of experience. His experience working on various project types will prove his value as a construction administrator.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 15%



ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Ragu is our Construction Executive and will utilize his knowledge and project leadership experience through all facets of project management, supervision, and contract administration.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 30%



ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Cari will utilize her extensive experience to efficiently coordinate and maintain the project's smooth workflow.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 25%

WGI

PARKING GARAGE CONSULTANT & ENGINEERING SERVICES



RAYMOND SMITH Principal In Charge

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Raymond, a seasoned Structural Engineer and Project Manager, specializes in designing parking structures. He will be managing this project from inception to construction using his cost-effective, detail-oriented approach to ensure a successful outcome.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 20%



DOUGLAS GANNON

Project Manager | Structural Engineer

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Doug, adept parking consultant, engineer, and project manager, excels in structure design, restoration, and construction admin. His role is to maintain a client-focused approach ensuring a quality project through his leadership and communication.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 40%



ERNST REHM

Senior Parking Designer

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Ernie, a seasoned designer, excels in parking design, equipment, and traffic modeling. He will use his two decades of experience to see this project through to the end.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 40%

DESIGN-BUILD TEAM'S EXPERIENCE

PINNACLE ENGINEERING GROUP

CIVIL ENGINEERING SERVICES



BRIAN JOHNSON Principal | Engineer of Record

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Providing expertise across development stages-feasibility, engineering, entitlement, permitting, and project completion-Brian as the Engineer of Record ensures meticulous record drawings while navigating multiple jurisdictional requirements.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 15%



DWIGHT TROSTLE Senior Project Manager

ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS In the role of Project Manager, Dwight takes a proactive approach, closely supervising all project phases to guarantee alignment with objectives, timelines, and triumphant conclusion.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 65%



ROLE, RESPONSIBILITIES, EXPERIENCE, & UNIQUE QUALIFICATIONS Jana actively oversees all project stages as a hands-on Project Manager, ensuring tasks align with goals, timelines, and successful completion.

PERCENTAGE OF TIME DEVOTED TO THE ENTIRE PROJECT: 20%

6. Identify the Design-Build Team's experience in similar parking structure projects (size & scope). List the last three (3) design-build contracts completed plus one (1) parking structure contract completed within the last ten (10) years.

Further experience for the Design-Build team is detailed on pages 11 and 12, with individual team member experience available in their respective resumes within the appendix.

VNA HEALTH CARE CLINIC

VNA Health Care - Joliet Clinic 1501 West Jefferson Street, Joliet, Illinois 60435 Amy Baudouin, VP of Facilities & Office Operations abaudouin@vnahealth.com 630.209.1509 **DESIGN-BUILD PROJECT COMPLETED: August 2023**



HARBOR SQUARE - EAST CHICAGO, INDIANA

UPholdings Jessica H. Berzac, President & Co-Owner jessica@updevelopers.com 559.554.9621 DESIGN-BUILD PROJECT COMPLETED: 2021



DESIGN-BUILD PROJECT COMPLETED: Est. 2023

3D Exhibits: A Sparks Company GC: Morgan Harbour Construction 800 Albion Avenue, Schaumburg, Illinois 60193



mage sourced from Google Maps

HILL AIR FORCE BASE PARKING GARAGE Hensel Phelps 12121 Grant Street, Suite 410, Thornton, Colorado 80241 John Cowan

jcowan@henselphelps.com 720.592.2022 PARKING STRUCTURE COMPLETED: September 2023





7. Team qualifications and experience on similar or related projects: qualifications and relevant experience of prime consultant, qualifications and relevant experience of sub-consultants, project manager's experience with similar projects, resources available to perform the work for the duration of the project and other on-going projects.

Availability of resources for project duration and concurrent projects is addressed in the opening paragraph on page 7.

CORDOGAN CLARK

ARCHITECTURE - ENGINEERING - CONSTRUCTION

Cordogan Clark is a diverse firm of innovative professionals that are committed to excellence and customer services while offering integrated, turn-key services focused on architecture, construction, interiors, planning & engineering. We are passionate about our work, inspired by our clients, & committed to providing exceptional service through integrated and sustainable design and construction solutions. We believe that the best projects arise from a collaborative journey of discovery with our clients that reveals insights & spurs innovation.

We've completed over 5,000 projects resulting in successful environments for municipal, education, working, performing arts, sports & recreation, residential, & healthcare. Schools have been the epicenter of our history, but our future is about providing solutions across all markets based on our integrated expertise & advanced built environment thinking. To that end, we have created an innovative service model that provides clients with an extensive network of over 135 professionals across all service categories including architecture, master planning, mechanical-electricalplumbing engineering, structural engineering, construction, security, interiors, graphic design, videography, campaign assistance, & a host of other expertise.



Our parking design expertise is founded on decades of experience planning, engineering, & maintaining parking facilities throughout their lifecycles for virtually every use, client type, & environment. Our design approach focuses on understanding & satisfying the needs of the three principal stakeholders of every parking project: the parking customer, the owner, & the surrounding community. While safety & security are paramount, every parking design requires a balance of economics, longterm durability, sustainability, technology, & aesthetics.

Our parking professionals have completed more than 2,500 successful design projects, no matter how simple or complex. We provide the entire range of parking planning, design, & engineering capabilities: Feasibility & Site Analyses, Durability, Waterproofing, & Drainage Design, Graphics & Wayfinding Systems, Parking Guidance Systems, Sustainable Design & Consulting, Vertical Expansion Design, Intermodal Connectivity & Micro-Mobility, Security Consulting, Prime Design, Design-Build Scope Documents, Functional Layout, Circulation, Ramping, Photometrics & Lighting Design, Revenue & Access Control Systems, Accessibility Design & Consulting, Structural Engineering, Underground Parking Facilities, Automated Parking, Mechanical, Plumbing, Electrical, & Fire Protection, Code Consulting,& Owner's Representation Services.



Pinnacle Engineering Group (PEG) was founded in 2011 by those who wanted to create a company where people who value friendship, loyalty, & team collaboration would flourish. At PEG, every individual plays a key role in the success of the company as we take a team approach to every aspect of every project. By drawing on the experience & expertise of each team member, PEG can provide the highest quality of work & service to our clients.

PEG evaluates industry trends, changes in regulation, & the vision of the company. By taking this proactive approach, PEG is able to provide innovative solutions while drawing on the successes of previous concepts. This experience merged with our client's goals & aspirations has led to a diverse client base & ultimately business success.

Within this time, PEG has grown to 50 professional staff across 3 offices & is professionally licensed in 10 states. This is attributed to the success of every project & strength of relationships developed.

LEGAL NAME

Cordogan Clark & Associates

LOCAL OFFICE

960 Ridgeway Avenue Aurora, Illinois 60506 P: 630.896.4678

BUSINESS EXPERTISE

Municipal, Educational, Recreational, Commercial, Health Care, Hospitality, & Residential

WEBSITE

www.cordoganclark.com

FIRM'S EXPERIENCE

- Aurora University Parking Deck
- City of Aurora, Police & Public Safety Headquarters Parking Deck
- Harbor Square East Chicago, Indiana

RICHARD BLAIR'S (PM'S) EXPERIENCE

- Aurora University, Parking Deck
- Scientel Solutions World Headquarters, New
- Class-A Office Building • SciTech Hands on Museum, Bubble Room Renovation

LEGAL NAME

WGI, Inc.

LOCAL OFFICE

8910 Purdue Road Suite 400 Indianapolis, Indiana 46268 P: 317.735.3349

WEBSITE

www.wgiinc.com

LEGAL NAME

LOCAL OFFICE

P: 847.551.5300

Suite 217

WEBSITE

1051 East Higgins Road

www.pinnacle-engr.com

East Dundee, Illinois 60118

Pinnacle Engineering Group

FIRM'S EXPERIENCE

- University of Iowa Hospitals and Clinics Ramp #2 Replacement, Iowa City, Iowa
- Gerald R. Ford International Airport Parking Structure
- Airport Parking Structure, Grand Rapids, Michigan • Purdue University Calumet,

Hammond, Indiana

DOUGLAS GANNON'S (PM'S) EXPERIENCE

- Main Street Triangle, Orland Park, Illinois
- Captain James A. Lovell Federal Health Care Center VA Parking Structure, Chicago, Illinois
- Purdue University Calumet, Hammond, Indiana

FIRM'S EXPERIENCE

- Santa's Village-Water Park, East Dundee, Illinois
- 1011 East Main Retail Shops, East Dundee, Illinois
- Terra Business Park Phase II, East Dundee, Illinois

BRIAN & JANA'S (PM'S) EXPERIENCE

- Midwestern University Parking Garage, Downers Grove, Illinois
- Orland Park Fire Station Expansion, Orland Park, Illinois
 - Schaumburg Hotel & Restaurant Development, Schaumburg, Illinois

3

2. DESIGN-BUILD TEAM CAPABILITIES



DESIGN-BUILD TEAM CAPABILITIES

2. The Design-Build Team must have extensive experience in the design and construction of concrete reinforced parking structure complexes. Identify the team's experience with publicly bid parking structure projects. a. Describe no more than three (3) public constructed parking structure projects, whereby one consultant or firm completed the design and construction of the parking structure, within the past ten (10) years. b. Describe those projects which best characterize capabilities, work quality and cost control measures.



AURORA UNIVERSITY PARKING DECK AURORA, ILLINOIS

The precast concrete, double helix parking deck was designed to fit in with the Aurora University (AU) architectural scheme of mostly brick buildings and constructed to ease the parking congestion affecting the adjacent neighborhood. Located at the south edge of campus, this four-story precast structure utilizes thin brick to help blend with the University's building aesthetic. The parking deck includes a staff office/break room, a large storage room, and underground storm water storage. The original design included over 500 spaces but a recent renovation added a Campus Safety Center which reduced the count to just under 500.

The design team worked closely with the precast contractor and construction manager to develop details and accurate construction cost estimates during the design process. This integrated design approach enabled most of the necessary factors to be considered during design, so the owner could make the best informed and accurate decisions before the start of construction.

CLIENT

Aurora University Jeffrey King Ed.D, *Vice President of Facilities & Office Operations* 347 S Gladstone Avenue Aurora, Illinois 60506 630.844.6090 jking@aurora.edu

DATE COMPLETED

2020

KEY PERSONNEL

Brian Kronewitter, Project Director Bruce Cairns, Director of Design Richard Blair, Project Manager David Allen, Senior Mechanical Engineer





WGI provided parking consulting and structural engineering services for a new 4-level, 868-space parking structure at Hill Air Force Base. The new garage was constructed concurrently and adjacent to a new Ground Based Strategic Deterrent (GBSD) Mission Integration Facility (MIF). The garage was constructed of Castin-Place (CIP), post-tensioned (PT) concrete with long-span framing to maximize parking efficiency.

WGI worked closely with the Design-Build contractor to tailor the design and construction to meet or exceed the government's quality requirements while minimizing costs and leveraging efficiencies.

Project Highlights:

- High seismic design
- US Army Corps of Engineers and Department of Defense design requirements
- 32 motorcycle parking spaces in addition to 868 vehicle parking spaces
- Bicycle parking area

- Earth retention design to take advantage of a sloping sight and allow vehicle
- Entry/Exit at two levels
- Design-build project delivery
- Brick cladding and canopies at stair/elevator towers.





CLIENT

Hensel Phelps John Cowan 12121 Grant Street, Suite 410 Thornton, Colorado 80241 720.592.2022 jcowan@henselphelps.com

DATE COMPLETED

September 2023

KEY PERSONNEL

Douglas Gannon, Project Manager Raymond Smith, Principal In Charge Victor Cordova, Engineer



92 MILTON AVENUE ALPHARETTA, GEORGIA

92 Milton Avenue provides much-needed public parking to support the rapid growth and redevelopment of historic downtown Alpharetta, Georgia. Constructed on a constricted and irregularly shaped site next to the City's historic cemetery, the garage provides 258 parking spaces in a four-level parking structure, plus on-street parking, and surface parking for the adjacent animal hospital. Improvements to the surrounding area include updated stormwater management, 1/4 mile of sidewalk incorporating brick pavers, and vehicle and pedestrian connectivity to the commercial buildings south of the garage. The building is constructed entirely of precast concrete with integrally colored concrete and thin-set face brick in several colors and patterns in the facade panels. The facade architecture is intended to evoke an early 20th Century commercial building, with punched openings, gables, and cornices. Project features include headroom for oversized vehicles on all levels, four charging stations for electric vehicles, an 800 SF police substation, 4,200 SF of condominium retail space with a grease trap, and a trash enclosure. The project was delivered design-build. WGI led the design team and provided parking design and structural engineering services in-house.

This project is located in a historic downtown with very rigorous architectural requirements. It had an irregular shaped site next to a historic cemetery. The original RFP layout showed a ramping condition that would extend beyond the site into an adjacent property. WGI created a very efficient ramping layout within the garage footprint that was entirely within the property lines. WGI recommended exploring an alternate foundation system using spread footings on rammed-aggregate piers instead of the initial recommendation of pile foundations. The revised foundations provided several million dollars in project savings.

WWGI

CLIENT

City of Alpharetta Pete Sewczwicz, *Director of Public Works* 92 Milton Avenue Alpharetta, Georgia 30004 678.297.6200 psewczwicz@alpharetta.ga.us

DATE COMPLETED

May 2019

KEY PERSONNEL

Douglas Gannon, Project Manager Raymond Smith, Principal In Charge 3. DESIGN-BUILD TEAM UNDERSTANDING & APPROACH

Colorado State University, South College Parking Structure - Fort Collins, Colorado

and the

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DESIGN-BUILD TEAM TEAM UNDERSTANDING & APPROACH

3. Provide a description of the project plan to successfully meet the goals of the scope of services.

PARKING DESIGN PHILOSOPHY AND DESIGN APPROACH

Parking for the Village is a critical component for the visitor experience and staff satisfaction, retention, and expectations. The planning and schematic design phase of the garage consists of our design team working to understand project goals and impacts to the Village. This entails the exploration of topics such as developing alternative parking concepts as we work to finalize the parking structure layout. In doing so, our team will take into consideration orientation, size, pedestrian and vehicle circulation, technology, and important physical features.

Based on our experience, we anticipate an iterative process where we can proactively respond to Owner/Stakeholder's feedback of the alternative solutions developed. Like all iterative processes, change is expected, and it is our goal to drive change that maximizes capital and operations investments for the Owner.



ARCHITECTURAL AND FUNCTIONAL DESIGN PHILOSOPHY Our design team employs a fundamental philosophy that orients the parking structure to people — the user, owner, and community.

USER ACCEPTANCE. The user's primary concern is having access to a convenient parking space in a safe environment. This is accomplished through smooth, direct traffic routes, and concise signage. Design features that create a user-friendly parking experience include the use of clear span construction for a greater sense of openness and natural light. Passive security features like good lighting and glass-backed stair towers also enhance safety and security.

OWNER ACCEPTANCE. Owner concerns include economical first cost and low operating costs. This is accomplished by keeping operational costs and energy use minimal and creating an efficient, durable, and low-maintenance structure. Good design should also accommodate future trends such as expansion, changes in adjacent land uses, or user groups.

WGI has been a leader in the development of durable design criteria for parking facilities. Incorporation of durability features during design contributes to extended service life and lower maintenance costs over the life of the structure.

COMMUNITY ACCEPTANCE. It is important for the facility to have community acceptance. WGI will design a facility in harmony with the aesthetics and character of the surrounding architecture. The final design will be compatible with and sensitive to the existing environment. Our design will also accommodate vehicular traffic interface with adjacent roadways.

Our functional design expertise, provides detailed evaluation of the alternative functional schemes, contributes to optimum design efficiency, lowers construction cost per space, and increases the owner's return on investment.

CHALLENGES AND OPPORTUNITIES

Each Municipal parking structure is unique, however, all share similar challenges and opportunities. Several important design

elements must be considered during the programming phase of designing a parking facility:



USER COMFORT AND EASE OF PARKING (FUNCTION). A successful project will balance user comfort, parking efficiency, and cost; and will provide efficient circulation, comfortable parking geometry, and well-defined vehicle and circulation routes. Ease of entry/exiting, integration of building services, passive security, efficient circulation, and user comfort are important parking design considerations and lead to a great user experience.

REDUCE VEHICULAR CONGESTION ON ADJACENT ROADWAYS. It is important that vehicle access in and out of the parking structure be as efficient as possible. Getting cars off the street and into the parking structure requires attention to the entry/exit capacity, internal ramping capacity, ease of internal circulation, and ease of parking.

CONVENIENT ACCESS TO ADJACENT FACILITIES. Providing convenient pedestrian access to the adjacent facilities will be an important element of design. Considerations will include stair locations, pedestrian/vehicle interface, and user safety.

PARKING TECHNOLOGY. Modern parking garages include many technologies that improve safety, user experience, operational efficiency, and cost. With the multiple technologies along with the goal to increase operational efficiencies, a building management system is often recommended to improve management of electric vehicle charging stations, security systems, snow melt systems, lighting and LED signage, access and revenue control, solar panels, wi-fi and cell phone repeaters, and HVAC systems. A well-managed garage drives down operations cost, decreasing the overall life-cycle cost of the building.

SIGNAGE AND WAYFINDING. Vehicle and pedestrian wayfinding are important aspects of a safe and efficient parking facility. Primary objectives are to assist parking patrons with:

- Identifying the parking structure entrance from adjacent roadways
- Locating the appropriate vehicular entrance
- Identifying parking convenient to destination
- Identifying nested parking areas, if applicable
- Remembering where their car is parked
- Locating pedestrian exits, stairs, and elevators that are appropriate to the user's destination
- Locating the vehicular exit

PROVIDE A SAFE AND SECURE ENVIRONMENT. Design for security may include both passive and active security measures.

Passive Security – Where feasible, the parking structure is to

be open with painted ceilings, bright lighting (energy efficient LED fixtures), and a design to maximize line-of-sight for users (minimize visual obstructions). Where allowed, the stair towers will be enclosed with glass

 Active Security – Active security may include security cameras (CCTV), call for assistance (emergency phones) stations, and security patrols

STRUCTURAL SYSTEM AND MATERIALS. We recommend evaluating the following design objectives:

- Balance initial cost with long-term economy
- Durability systems to match the Village's long-term plans
- Structural system impact on user comfort
- Integration with security (line-of-sight); reduce shear wall and column obstructions
- Detailing to reduce volume change restraint often associated with early deterioration of parking structures

AN ECONOMICAL, LOW MAINTENANCE FACILITY. Long-term economy is an important design consideration. While initial construction cost is an important design factor, a durable design will reduce longterm maintenance and repair costs (i.e. life-cycle cost).

SNOW MANAGEMENT. In Illinois, the importance of snow management cannot be overstated. An in-slab pumped glycol system is an option, but there are several other options that we would review as part of concept design.

- Roof or partial roof structures. Provides cover and an opportunity to incorporate photovoltaics
- Melt in place. Pumped glycol systems have historically been expensive to install and maintain
- Store and haul. Snow gates, snow chutes to a drop zone
- Plow and melt. Stationary snow melters and/or portable snow melters



DESIGN FLEXIBILITY. Even if future parking or building expansion is not anticipated, we often design parking structures to allow the installation of framing to support solar panels over the parking areas.

AN ECONOMICAL, LOW MAINTENANCE FACILITY. Long-term economy is an important design consideration. While initial construction cost is an important design factor, a durable design will reduce longterm maintenance and repair cost (i.e. life cycle cost).

SUSTAINABLE DESIGN. The USGBC LEED program no longer allows a stand-alone parking ramp to be eligible for LEED certification. However, the USGBC acquired the Green Parking Council along with its Parksmart Green Garage Certification Program. If there is interest in the parking structure being certified. Regardless, the parking structure should be designed for sustainability and reduction in energy use.

STRUCTURAL DESIGN PHILOSOPHY

Several important design elements must be considered during the programming phase of designing a parking facility: Durability. The parking structure should be designed to provide a balance between initial cost and life-cycle cost. State-of-the-art design features — high strength concrete, low water-cement ratios, corrosion inhibitors, and protected pre-stressing systems—should be utilized for a high quality, durable concrete structure. Other design features, such as positive drainage, quality joint sealants, penetrating sealers, adequate coverage to the reinforcing steel, and a good maintenance program, are also vital to the long-term performance of the structure.

VOLUMETRIC CHANGE FORCES. Parking structures are particularly vulnerable to thermal expansion and contraction (volumetric change forces). These forces must be dealt with adequately to prevent cracking, which can lead to premature deterioration. Proper placement and detailing of expansion joints are important components of the structural design. The careful placement of rigid elements, such as stair towers or shear walls that can alter the stiffness characteristics of the structure and cause additional stress on the floor system, is also important.

ECONOMY. To achieve an economical parking structure, the structural and architectural designs must be integrated at the earliest stage of design. This includes the structural system selection; use of structural elements as part of the architectural skin, structural grid to accommodate efficient parking, repetitive structural detailing (reuse of cast-in-place or precast formwork), and the material selection that compliments the construction schedule and sequencing.

COMPATIBILITY WITH FUNCTIONAL DESIGN. It is imperative that the facility's structural design be compatible with the functional design. Column placements must be coordinated with the parking layout to ensure the most efficient and economical design. Solid wall elements and potential hiding places must be avoided. Structural elements must also be designed to promote good visibility and allow for natural light infiltration and airflow.



PROJECT PLAN

The plan shall include, but not limited to project management, schedule, cost control methods, communication, documentation, and community outreach strategy.

PROJECT MANAGEMENT

We prioritize project timeliness and budget adherence, with a focus on cost control from design to construction. Reputed for quality, we serve many repeat clients who entrust us with their projects and funding. Starting in the programming phase, we ensure budget control, often stemming from scope, material, and operational changes. Our method involves early collaboration with contractors, obtaining accurate budget estimates and efficient design solutions. We engage with East Dundee Village to compare sustainable materials. Our quality assurance encompasses technical aid, design checks, precise documentation, and peer reviews. We oversee inspections, completion certificates, occupancy permits, and final certifications for a comprehensive, enduring approach.

SCHEDULING

The entire Design-Build team prioritizes detailed upfront planning for effective scheduling. The Project Manager collaborates with the Construction Manager and Owner to create a comprehensive schedule covering design, engagement, permitting, construction, and closeout. Regular updates ensure guidance from project initiation to construction start. The schedule highlights milestones and aids trade coordination while identifying possible conflicts or special events. This approach promotes seamless teamwork and project management. There are three fundamental elements of responsible project scheduling described:

PLAN THE PROJECT

Determine what needs to be done. Define the specific work tasks, coordinate activities, prepare work schedules that define the time and resources required to meet the schedule, assign and properly allocate the resources to complete the activity.

CONTROL AND MONITOR THE PROJECT

Review and measure progress based on work output, monitor activities in relationship to the overall schedule and more detailed two and four week look-ahead schedules. Suggest corrective action when needed, evaluate all options and devise workarounds.

MANAGE THE PROJECT

Communication with the Project Team to advise on what options are available to get the project on schedule and the ramifications

of delay or acceleration. Our experienced team will implement our Informed Planning & Design process to ensure the project is executed in the most efficient manner possible. Pull Plan scheduling will be used to collaboratively create project schedules amongst the consultant team and, if desired, this scheduling can be extended to the design and owner team to help facilitate the execution of key design document or owner decision dates.

COST ESTIMATING ACCURACY

We prioritize project timeliness and budget adherence, with a focus on cost control from design to construction. Reputed for quality, we serve many repeat clients who entrust us with their projects and funding. Starting in the programming phase, we ensure budget control, often stemming from scope, material, and operational changes. Our method involves early collaboration with contractors, obtaining accurate budget estimates and efficient design solutions. We engage with East Dundee Village to compare sustainable materials. Our quality assurance encompasses technical aid, design checks, precise documentation, and peer reviews. We oversee inspections, completion certificates, occupancy permits, and final certifications for a comprehensive, enduring approach.

COMMUNICATION, DOCUMENTATION, & COMMUNITY OUTREACH

COMMUNICATION & COLLABORATION

Our focus is on crafting tailored design solutions that precisely match your needs. We begin by engaging with users to comprehend project requirements. Collaboration extends to Village officials, involving them in decision-making via regular review meetings. Communication methods can be customized to Village preferences, including in-person sessions and virtual tools. Our approach cultivates ownership and commitment through ongoing engagement, resulting in facilities that fulfill both necessity and community desire.

CREATIVITY & CRITICAL THINKING

We're passionate and value innovation and teamwork. Our goal is to design community-focused buildings that meet your needs and transform areas. With expertise in East Dundee, we blend design and data to create optimal solutions. Our approach balances quality and cost, repeatedly delivering functional and attractive spaces that respect budgets. We prioritize details and efficiency to provide practical, budget-friendly, and aesthetically pleasing facilities.

MAINTENANCE REQUIREMENTS

What type of maintenance is required in the short and long-term life of the structure. Life-cycle costs of selected construction type. What maintenance/durability items will be utilized in the design and why. Include a maintenance schedule.

To view the complete Maintenance Requirements document, please refer to pages 41-44 in the appendix.

We have provided a detailed maintenance, durability and life-cycle discussion in the appendix. In summary, the parking garage maintenance and schedule can be broken down into the following categories and general schedule timeframes.

- Housekeeping done periodically on a regular basis throughout each year \$178,800 over 50 year service life
- Operations maintenance done periodically on a regular basis throughout each year \$625,800 over 50 year service life
- Annual general maintenance and repairs done periodically on a regular basis each year \$393,000 over 50 year service life
- Periodic repairs, protection and improvements (capital expenditures) repairs done at regular intervals through the life of the structure \$500,000 over 50 year service life
- Total Life Cycle Cost of the CIP PT Garage over its 50 year life: \$1,697,600

ORGANIZATION CHART

3. As appropriate, provide an organizational chart depicting the name and role of key personnel of the firm, as well as any subcontractors associated with the project.

Please refer to pages 1 and 2 for an organizational chart illustrating the roles of key personnel within the firm and project-related subcontractors.

CORDOGAN CLARK ARCHITECTURE - ENGINEERING - CONSTRUCTION

East Dundee Parking Deck Project Schedule , Thu 8/24/23

ID Task Name Duration Start Finish Feb '24 Mar '24 Apr '24 May '24 Jun '24 Jul '24 Aug '23 Sep '23 Oct '23 Nov '23 Dec '23 Jan '24 30 6 13 20 27 3 10 17 24 1 8 15 22 29 5 12 19 26 3 10 17 24 31 7 14 21 28 4 11 18 25 3 10 17 24 31 7 14 21 28 5 12 19 26 2 9 16 23 30 7 14 21 28 4 11 18 25 1 8 15 22 29 6 13 20 27 3 10 17 24 **Project Award** 21 days Thu 8/24/23 Thu 9/21/23 **Project Award** 1 8/24 9/21 **CCA Submits Proposal** 2 Thu 8/24/23 Thu 8/24/23 1 day 8/24 East Dundee Reviews Proposals Fri 8/25/23 Thu 9/7/23 3 10 days Jundee Reviews Proposals 8/25 9/7 Fri 9/8/23 Thu 9/21/23 4 Contract Award 10 days Contract Award 9/8 9/21 **Design Phase** Fri 9/22/23 Mon 1/15/24 5 82 days Design Phase 9/22 1/15 6 Schematic Design 22 days Fri 9/22/23 Mon Schematic Design 9/22 10/23 10/23/23 7 Tue 10/24/23 Mon **Design Development** 25 days **Design Development** . 11/27 10/24 11/27/23 8 **Construction Documents** 35 days Tue 11/28/23 Mon 1/15/24 **Construction Documents** 11/28 1/15 9 50 days Tue 1/2/24 Mon 3/11/24 Procurement Procurement 1/2 3/11 Tue 1/2/24 Mon 1/29/24 10 Subcontractor Bidding/Procurement 20 days Subcontractor Bidding/Procurement 1/2 1/29 Submittals and Shop Drawings 11 30 days Tue 1/30/24 Mon 3/11/24 **Submittals and Shop Drawings** 1/30 3/11 Tue 2/20/24 Wed 10/9/24 12 Garage Construction 167 days 2/20 13 Tue 2/20/24 Wed 2/28/24 Site Demolition 7 days **Site Demolition** 2/20 2/28 Thu 2/29/24 Wed 4/3/24 **Utility Relocation** 14 25 days **Utility Relocation** 2/29 4/3 15 Underground Plumbing 10 days Thu 2/29/24 Wed 3/13/24 **Underground Plumbing** 2/29 3/13 16 Tue 3/12/24 Wed 3/27/24 Rough Grading 12 days Rough Grading 3/12 3/27 Thu 3/28/24 Wed 5/15/24 17 **ERS System** 35 days **ERS System** 3/28 18 Footings and Foundations 20 days Thu 3/28/24 Wed 4/24/24 **Footings and Foundations** 3/28 4/24 MEP Rough 19 20 days Thu 3/14/24 Wed 4/10/24 MEP Rough 3/14 4/10



CORDOGAN CLARK

East Dundee Parking Deck Project Schedule Thu 8/24/23

ID	Task Name	Duration	Start	Finish	Aug '23	Sep '23	Oct '23	Nov '23 2 29 5 12 1	Dec '23	Jan '24 24 31 7 14	Feb '24	Mar '24	Apr '24	May '2 21 28 5 12
20	Concrete Structure	55 days	Thu 4/25/24	Wed 7/10/24									4/25	Conc
21	Brick and Block	30 days	Thu 7/4/24	Wed 8/14/24										
22	Tower Steel	10 days	Thu 8/15/24	Wed 8/28/24										
23	Roofing	10 days	Thu 8/29/24	Wed 9/11/24										
24	Doors & Windows	15 days	Thu 9/12/24	Wed 10/2/24	-									
25	Fiber Cement Accents	15 days	Thu 8/15/24	Wed 9/4/24										
26	Electrical Finish	20 days	Thu 8/29/24	Wed 9/25/24										
27	HVAC Finish	20 days	Thu 8/29/24	Wed 9/25/24										
28	Sprinkler Finish	20 days	Thu 8/29/24	Wed 9/25/24										
29	Site Concrete/Asphalt	20 days	Thu 7/11/24	Wed 8/7/24										
30	Landscaping	20 days	Thu 8/8/24	Wed 9/4/24										
31	Painting	10 days	Thu 9/12/24	Wed 9/25/24										
32	Sealing/Traffic Coating	5 days	Thu 9/26/24	Wed 10/2/24										
33	Life Safety	20 days	Thu 8/29/24	Wed 9/25/24										
34	Final Testing	10 days	Thu 9/26/24	Wed 10/9/24										
35	Project Closeout	15 days	Thu 10/3/24	Wed 10/23/24										
36	Final Cleanup	5 days	Thu 10/3/24	Wed 10/9/24										
37	Final Inspections	5 days	Thu 10/10/24	Wed 10/16/24										
38	Owner Occupancy	5 days	Thu 10/17/24	Wed 10/23/24										





REFERENCES

4. For the Design-Build Team, supporting material must include references for three (3) Design-Build structure projects as described under paragraph (b.1), relevant in scope to this proposal.

GENERAL CONTRACTOR:

Schaumburg, Illinois 60193

12121 Grant Street, Suite 410

Thornton, Colorado 80241

jcowan@henselphelps.com

800 Albion Avenue

HENSEL PHELPS

John Cowan

720,592,2022

MORGAN HARBOUR CONSTRUCTION

VNA HEALTHCARE CLINIC

Amy Baudouin Vice President of Facilities & Office Operations 1501 West Jefferson Street Joliet, Illinois 60435 630.209.1509 abaudouin@vnahealth.com

HARBOR SQUARE - EAST CHICAGO, INDIANA

UPholdings Jessica H. Berzac President & Co-Owner 559.554.9621 jessica@updevelopers.com

OUTREACH

4. Explain your outreach and/or Design-Build participation in the project.

Please refer to page 8 for our response to explain your outreach and/or Design-Build participation in the project.

OTHER INFORMATION

4. Other information pertinent to this proposal may be included at the discretion of the team.

In the appendix, you'll find extra concepts and renderings, including larger versions of those shown below.



GENERAL REPRESENTATION

5. The Design-Build Team shall comply with all provisions of law and regulations applicable to the project, including but not limited to: State of Illinois Discrimination Laws, Prevailing Wage Act, Drug-free Workplace Act, Victims Economic Security and Safety Act, Equal Pay Act of 2003, Steel Products Procurement Act, Use of Illinois Labor for Public Works Projects, & Minorities, Females, and Persons with Disabilities Act of Illinois Human Rights Act.

Cordogan Clark, WGI, and Pinnacle Engineering Group will comply with the regulations relative to State of Illinois Discrimination Laws, Prevailing Wage Act, Drug-free Workplace Act, Victims Economic Security and Safety Act, Equal Pay Act of 2003, Steel Products Procurement Act, Use of Illinois Labor for Public Works Projects, & Minorities, Females, and Persons with Disabilities Act of Illinois Human Rights Act which are incorporated by reference and made a part of the RFP and any contract.

5. That within the past five (5) years no member of the Design-Build Team has had a surety company finish work on any project.

Within the past five years, Cordogan Clark, WGI, and Pinnacle Engineering Group, encompassing each team member, have not engaged a surety company to complete any project.

5. Identify the following: All civil or criminal violations issued against any license held by any member of Design-Build team in the past five (5) years, all criminal convictions against any member of the Design-Build team for submission of a fraudulent claim, all civil or criminal violations of any law governing the payment of wages, benefits, or tax withholding, all civil or criminal violations of any law concerning equal opportunity employment, contracting, subletting, or payment of prevailing wages.

Cordogan Clark, WGI, and Pinnacle Engineering Group have not had and do not have any legal action against them and have not for the past five years in which the firm, team (or any team member) has been: criminally convicted of submission of a fraudulent claim; criminally violated any law governing the payment of wages, benefits, or tax withholding; criminally violated any law concerning equal opportunity employment, contracting, subletting, or payment of prevailing wages.

6. REQUIRED FORMS



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois

County of Kane

Brian Kronewitter , being first duly sworn, deposes and says:

Executive Vice President of Cordogan Clark

1) He is ______ the Bidder that has submitted the attached bid;

2) Such Bid is genuine and is not a collusive or sham bid;

3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid. In connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signature)

Director of Construction/Executive Vice President

(title)

Subscribed and sworn to before This a (signature July 12, 2026 (title) My commission expires

OFFICIAL SEAL JESSICA MAISONET NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires July 12, 2026

18 | P A G E

VILLAGE OF EAST DUNDEE DESIGN-BUILD RFP FOR DOWNTOWN PARKING STRUCTURE

Form has been intentionally left blank given both our subconsultants, WGI & Pinnacle Engineering, are not DBE-certified firms.

LETTER OF INTENT (Must be submitted for each DBE subcontractor)

> Design-Build Parking Structure VILLAGE OF EAST DUNDEE EAST DUNDEE, ILLINOIS

Name of bidder/offeror's firm:							
Address:							
City:	State:	Zip:					

Name of DBE fin	m:		
Address:			
City:	State:	Zip:	
Telephone:			

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$______

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature)

(Title)

If the bidder/offer or does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

19 | P A G E

VILLAGE OF EAST DUNDEE DESIGN-BUILD RFP FOR DOWNTOWN PARKING STRUCTURE

EQUAL OPPORTUNITY REPORT STATEMENT AS REQUIRED AT 41-CFR-60-1.7(b)

The Bidder (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

The Bidder (Proposer) has X has not developed and has on file at each establishment 1. affirmative action program pursuant to 41-CFR-60-1.40 and 41-CPR-60-2.

The Bidder (Proposer) has has not X participated in any previous contract or subcontract 2. subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

The Bidder (Proposer) has _____ has not X__ filed with the Joint Reporting Committee the annual 3. compliance report on Standard Form 100 (EEO-1 Report) (Ref. Page GP-80)

The Bidder (Proposer) does X does not employ fifty (50) or more employees. 4.

If the Bidder (Proposer) has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance report due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100 "Employee Information Report EEO1" prior to the award of Contract.

The undersigned bidder agrees that, upon written notice of acceptance of this bid, he/she will, at the time so directed by the Owner, execute a contract in accordance with the bid as accepted and he will give performance bond with good and sufficient surety or sureties within ten (10) days after the prescribed forms are presented for signature.

The undersigned bidder understands that the quantities or work to be done, estimated in the above schedule, are approximate only and are intended principally to serve as a guide in evaluating the bids.

It is understood that the schedule of minimum wages as established by the Secretary of Labor and included in these specifications, shall govern on this Contract, and further that the bid prices are based on these established wage rates.

The undersigned bidder declares that he/she has visited the site of the project and has carefully examined the Plans, Specifications Special and General Provisions and Contract Documents related to the work covered by the above bid.

Cordogan Clark & Associates

(Bidder's Name)

8/24/2023

(Signature and Date)

CERTIFICATE OF NON-DISCRIMINATION

By submission of this bid and signing of this contract/subcontract for Construction of the Design-Build Parking Structure, the, (Bidder) (Contractor/sub-contractor) certifies that he/she does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his/her employees any segregated facilities at any of their establishments and, further that he/she does not and will not permit his/her employees to perform their services at any location, under his/her contract where segregated facilities are maintained. He/she further agrees that he/she will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts and that he/she will forward a notice of this requirement to such proposed subcontractors.

Cordogan Clark & Associates

(Contractor's Name)

8/24/2023

(Signature)

(Date)

Brian Kronewitter

(Printed or Typed Name)
PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Cordogan Clark Consulting Services, Inc as Principal, and ideliate and Deposit Company of Maryland Surety, are hereby held and firmly bound unto Village of East Dundee as Owner, in the sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Whereas the Principal has submitted to Village of East Dundee a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Design-Build Parking Structure.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in accordance with the terms of the Contract Documents and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in ail other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in fun force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this 24th day of August . 2023

Cordogan Clark Consulting Services, Inc PRINCIPAL

Construction Executive

(Name and Title) SURETY Fidelity and Deposit Company of Maryland

(Attorney-in-Fact) William Reidinger



Bond Number: Bid Bond

Obligee Village of East Dundee

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William Reidinger**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2023.



ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

auri & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 18th day of April, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea Notary Public My Commission Expires September 30, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attomey and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attomey and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>24th</u> day of <u>August</u>, <u>2023</u>,



By:

Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



August 25, 2023

TITLE VI CIVIL IL RIGHTS ACT OF 1964 COMPLIANCE

Village of East Dundee 120 Barrington Avenue East Dundee, Illinois 60118

The Cordogan Clark & Associates having submitted a bid for the referenced Village contract advises that, contingent upon award of the contract to our company as Provider, we will comply with Tide VI Civil Rights Act of 1964 by not discriminating on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. We will forward a copy of our commitment to comply with Title VI Civil Rights Act of 1964 to all vendors and subcontractors utilized for the project with the Village, as listed below and inform them of their obligation to comply.

Subcontractors:

Name:	WGI, Inc.
Work to be performed:	Parking Garage Consultant & Engineering Services
Dollar Value:	\$180,000
Address:	8910 Purdue Road, Suite 400, Indianapolis, Indiana 46268
Telephone Number:	317.735.3349
Name:	Pinnacle Engineering Group
Work to be performed:	Civil Engineering Services
Dollar Value:	\$40,100
Address:	1051 East Higgins Road, Suite 217, East Dundee, Illinois 60118
Telephone Number:	847.551.5300

Sincerely, Cordogan Clark

Brian Kronewitter, AIA, DBIA Construction Executive & Project Director

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR AND ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE VILLAGE OF EAST DUNDEE

The Village of East Dundee requires contractors and suppliers of services to the Village to agree to indemnify and hold the Village of East Dundee harmless for claims or losses arising from, or in connection with, the contracting party's work for the Village of East Dundee.

To reduce the possibility of misunderstanding between contracting parties and the Village in case of a claim or lawsuit, the Village of East Dundee is requiring that contacting parties who perform services for the Village sign this letter. This letter will act as and become a part of each Contract between the Village of East Dundee and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

In consideration of the opportunity of doing work for the Village of East Dundee and benefits to be received thereby, the contracting party to this agreement agrees as follows:

- 1. That where a contract issued by the Village of East Dundee, this Letter Agreement is to be considered part of that contract.
- 2. Contractor agrees to indemnify the Village of East Dundee, and any officer, employee, professional consultants or agent, and hold the Village of East Dundee, and any officer, employee, professional consultants or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees, professional consultants and agents of the Village of East Dundee), and for injury or damage to or destruction of property (including property of the Village of East Dundee), resulting from any and all actions or omissions of contractor or contractor's employees, professional consultants, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
- 3. In any and all claims against the Village of East Dundee or their Village Engineering Consultants or any of the village's or engineer's agents or employees by the Contractor, any Subcontractor, anyone directly or indirectly employed by either of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor to all terms and conditions of this Agreement.

- 4. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the Village of East Dundee. As a condition precedent to acceptance, any contacts from the Village of East Dundee and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the Village of East Dundee.
- 5. To promptly notify the Village of East Dundee of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the Village of East Dundee. I agree to the terms of this Letter Agreement on behalf of:

Business Bv:

(Signature) Address:

Brian Kronewitter, Construction Executive & Project Director

(Print Name & Title)

8/24/2023

(Date)





EDUCATION Bachelor of Architecture, Bachelor of Science in Environmental Design,

Ball State University

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Illinois & Ohio IL License Number: 001.016704

PROFESSIONAL AFFILIATIONS

American Institute of Architecture, Board of Directors

> Design-Build Institute of America, Education & Legislative Committee

ILCMA - Committee Member

Society for College & University Planners

Illinois Library Association

DuPage Mayors & Managers

American Library Association

APPA

.

American Public Works Association

City of Naperville Building Review Board

Tamarack Homeowners Association Board Vice President

BRIAN KRONEWITTER

CONSTRUCTION EXECUTIVE | PROJECT DIRECTOR

Brian Kronewitter is an Executive Vice President for Cordogan Clark and leads the firm's Project Development and Construction Division along with managing key client relationships as the Principal in Charge on key Projects. Client-focused, Brian establishes a partnership with clients to maximize project scope, program, and scope objectives, ensuring client satisfaction, and providing sound design, scheduling, and budget advice.

CORDOGAN CLARK

Brian has over thirty-five years' experience in the design and construction industry in various leadership capacities. This experience includes providing Architectural, Construction Management, and Design-Build management services in the public and private sectors with significant experience in the public sector / municipal K-12, higher education, healthcare, and corporate & commercial facilities markets. Additionally, Brian has been actively involved in numerous professional organizations, has been on the NEI - AIA Board of Directors, and currently is in his second term on the Naperville Building Review Board. Brian received a Bachelor of Architecture and a Bachelor of Science in Environmental Design from Ball State University. He is a licensed architect in Illinois and Ohio and a member of the Design-Build Institute of America and the American Institute of Architects.

- Aurora University, Parking Deck
- City of Aurora, Police & Public Safety Headquarters Parking Deck
- Valparaiso University Parking Deck
- City of Joliet Parking Deck
- Harbor Square, East Chicago, Indiana
- Kane County, Multi-Use Facility
- Will County, Coroner & Recorder of Deeds Building
- Kane County, Regional Training Center
- Kane County, Diagnostic Center
- Kane County, Adult Justice Facility
- · Kane County, Sheriff's Headquarters
- Kane County, Municipal Buildings Assessments
- Kane County, Justice Center Renovations
- Village of Schaumburg, Prairie Arts Center Revitalization and Addition
- Village of Schaumburg, Task Architect
- Village of Glenview, Task Architect
- Capital Development Board, IYC Pere Marquette
- City of Elgin, Hemmens Cultural Center North Addition
- City of Evanston, Community Center
- City of Park Ridge, Fire Station 35 (Ongoing)
- City of Rochelle, RMU Service Counter Remodel
- City of Rochelle, Service Building
- Kane County, Building A Generator Maintenance
 - Kane County, Building C CARES Act Improvements
- Kane County, Indoor Air Quality & HVAC Improvements
- Kane County, Geneva Campus Sanitary Line
- Kane County, Building A 3rd Floor Renovation
- Kane County, Circuit Clerk Canopy
- Kendall County, Public Safety Campus
- United City of Yorkville, City Hall & Police Facility





EDUCATION Bachelor of Architecture, University of Illinois at Chicago

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Illinois IL License Number: 001.019039

PROFESSIONAL AFFILIATIONS

Aurora Veteran's Advisory Council *(Retired)*

BRUCE CAIRNS RA, LEED AP DIRECTOR OF DESIGN



Bruce designs and manages a variety of education, recreation, and municipal project types. He manages task-oriented projects for municipal and educational institutions and contributes to the design of many other projects as well.

Bruce produces freehand drawings and illustrations that capture design goals. He provides comprehensive building evaluations and LEED Design analysis for a variety of projects. With the assistance of key staff, Bruce coordinates projects through site analysis and initial design to construction documents and administration. Bruce uses his exceptional drawing skills, background in hands-on construction, and attention to a client's needs to provide balanced solutions that exceed expectations.

Bruce is a graduate of the University of Illinois, Chicago, a registered architect, licensed in Illinois, as well as a LEED Accredited Professional. His background includes working as a carpenter apprentice and welder where he learned the craft of building and the hard work needed to construct design ideas. He served four years in the U.S. Marine Corps., which contributed to his leadership and organizational skills.

- Aurora University, Parking Deck
- City of Aurora, Police & Public Safety Headquarters Parking Deck
- Harbor Square, East Chicago, Indiana
- City of Aurora, Task Architect
- · Paramount School of the Arts Center
- Huntley Fire Station #1
- Huntley Fire Station #5
- Paramount Arts Center
- McHenry County, Task Architect
- City of Naperville, Task Architect
- Illinois State University, Watterson Dining Commons
- Aurora University, Student Success Center
- Aurora University, Ellsworth and Virginia Hill Welcome Center



EDUCATION Master of Architecture, Judson University

Bachelor of Art in Architecture, Judson University

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Illinois IL License Number: 001.024321

RICHARD BLAIR

PROJECT MANAGER

RA

Richard Blair is a registered Architect with a Master's Degree in Architecture, over 17 years of experience in the field, and a strong record of performance in design and documentation projects.

ordogan c

As an Architect , he has overseen multiple jobs at one time, maintained client relationships, while also contributing as a key figure in a design team to produce complete construction documents. His experience has given him the ability to resolve design issues throughout all stages of a project, lead in the production of Construction Documents, and act as the liaison with contractors, engineers, and other consultants.

While his primarily work focuses on K-12 educational facilities, his experience has touched many other types of architectural design. He enjoys the challenge of working on projects that are different from anything he has worked on before.

- Aurora University, Parking Deck
- Scientel Solutions World Headquarters, New Class-A Office Building
- SciTech Hands on Museum, Bubble Room Renovation
- East Aurora School District 131, Administration Center
- East Aurora School District 131, Mechanical System Replacements
- Chicago Patrolmen's Federal Credit Union, South Branch



Civil Engineering, Minor: Construction Management, Bradley University

Architectural Drafting and Blueprint Reading, LaSalle-Peru Vocational Center

REGISTRATIONS & CERTIFICATIONS

OSHA 20 hr. CPR and First Aid

PROFESSIONAL AFFILIATIONS

Somonauk Education Foundation (President 2 yrs) 6 yrs

Somonauk Summer Recreation (President 2 yrs) 8 yrs

RICK KRISCHEL CONSTRUCTION SUPERINTENDENT



Rick is a highly conscientious and detail orientated Construction Management professional who, through over 40 years in the construction industry, has a successful track record in demonstrating effective project leadership, knowledge, and the application of all facets of project management, supervision, and contract administration.

He is a team leader responsible for institutional, commercial, and retail projects that include both new construction and renovations from conception through project closeout. Rick has a proven successful track record serving as both Project Manager and/or Field Superintendent.

- Kane County Sheriff's Office, Regional Training Facility
- Elevator Renovations, Kane County, IL
- · Geneva Old Courthouse Renovations, Kane County, IL
- Diagnostics Center, Kane County, IL
- Public Works Facility, Oswego, IL
- Public Works Facility, Lemont, IL
- · Kendell County Health Facility, Yorkville, IL
- East Aurora School District, Full Day Kindergarten Center
- East Aurora School District, Multiple Infrastructure Project



Bachelors of Science, Civil Management, Purdue University

PROFESSIONAL AFFILIATIONS

Associated Builders and Contractors (ABC)

Construction Management Association of America (CMAA)

> Design-Build Institute of America (DBIA)

National Association of Home Builders (NAHB)

> BC Road Builders (BCRB)

American Road & Transportation Builders Association (ARTBA)

BEN NELSON PRE-CONSTRUCTION / ESTIMATING & CONSTRUCTION EXECUTIVE



Ben recently joined the Cordogan Clark Construction Management team and brings with him over 20 years' experience. He is a Senior Manager that has completed projects within the fields of industrial, commercial, retail, residential and heavy highway construction. His involvement has been in all phases of project management from land acquisition, planning and design, permitting, scheduling, budgeting, estimating, procurement, project delivery and project close out. Ben started his Construction Management career overseeing the installation of AT&T's Fiber Optic Backbone, Link 22, from Salt Lake City, Utah to Sacramento, California and has since had major involvement with managing projects in excess of 300MM.

With a design background, Ben's experience allows him to maintain close collaboration with the team to ensure that projects are completed both efficiently and economically. He has become a valued member of the team with his ability to push a value design approach and has solidified his reputation throughout the design/build industry.

- Kane County Sheriff's Office, Regional Training Facility
- Elevator Renovations, Kane County, IL
- Geneva Old Courthouse Renovations, Kane County, IL
- Diagnostics Center, Kane County, IL
- Public Works Facility, Oswego, IL
- Public Works Facility, Lemont, IL
- Kendell County Health Facility, Yorkville, IL
- East Aurora School District, Full Day Kindergarten Center
- East Aurora School District, Multiple Infrastructure Project



Bachelor of Arts in Structural Engineering, Purdue University

Electrical Engineering Minor, Purdue University

Mechanical Engineering Minor, Purdue University

Graduate Courses in LAN/WAN Environments, Instrumentation & Control, Flexible Management, & Automated Storage & Retrieval, Washington University in St. Louis

REGISTRATIONS & CERTIFICATIONS

Licensed: California,Wisconsin Indiana, Ohio, Missouri, Florida, Virginia, Minnesota, New York, New Jersey, Pennsylvania, Maryland, New Hampshire, Texas, Washington, South Carolina, and North Carolina

> Pre-Engineered Structures (Butler Metal Building)

> > Cost Engineer (AACE International)

PROFESSIONAL AFFILIATIONS

ACI – American Concrete Institute

ASPE – American Society of Professional Estimators

AGC – American General Contractors

ASA – American Subcontractors Institute

RAGU SADA CONSTRUCTION EXECUTIVE



Ragu Sada serves as Construction Executive for Cordogan Clark and participates in all projects from inception to completion. His involvement is invaluable to the flow of operations, providing all clients with a consistent, high level of construction service. He has engineered construction management plans for projects that encompass extensive city blocks and he has masterminded the construction of multi-acre developments that required extensive site work and infrastructure repair.

Although he's recently joined the Cordogan Clark Construction Management team, Ragu has a track record with Fortune 500 clients such as Disney, Tenneco, and Nike and has provided design, construction, and/or consulting for over twenty (100) million square feet of space. He is experienced in conceptual and detailed estimating, cost monitoring, value engineering, performance measurement and cost control, bid analysis, contract development; scheduling and procedures development.

Ragu is very active in a variety of philanthropic, industry and civic efforts, and he serves on the board for Chicago's Boys & Girls Club, the YMCA, and The Second City.

RELEVANT EXPERIENCE

- Des Plaines Park District, Mystic Waters Slide Assessment
- Islamic Center of Naperville
- Lyons School District 103, LED Lighting Upgrades
- Missouri Baptist University, Admin Building Addition
- Pattonville School District, Transportation Facility Addition
- Village of Oak Park, Conditions Assessment
- Bellwood School District 88, Transportation Shed
- Bellwood School District 88, Monroe Parking Lot
- Edwardsville CUSD 7, High School
- Evanston Skokie School District 65, King Arts Summer 2023
- Fort Zumwalt R-II School District, North High School Addition
- Fort Zumwalt R-II School District, North Middle School Addition
- Fort Zumwalt R-II School District, Mike Clemens Addition & Renovation
- Fort Zumwalt R-II School District, Storm Shelter Addition
- Gardner Schools*
- Kiddie Academy*
- Goddard Schools*

*Experience prior to joining Cordogan Clark



Legal Assistant/Paralegal Studies, Elgin Community College

Bachelor of Arts in English, University of Illinois at Springfield

Associate of Arts in English, Waubonsee Community College

REGISTRATIONS & CERTIFICATIONS

LEED USGBC Green Certified

Notary Public

CARI COMPTON

PROJECT COORDINATOR



Cari Compton has over 20 years of combined experience in the Construction Management and Architecture/Engineering industry. Her responsibilities include the coordination and flow of project paperwork including assisting with specifications; attending project meetings; preparing contracts; gathering bonds and insurance; reviewing and processing pay applications and waivers; along with other necessary coordination tasks to ensure a smooth project.

- Capital Development Board, Department of Juvenile Justice Construct
- City of Elgin, Hemmens Cultural Center North Addition
- City of Rochelle, RMU Service Counter Remodel
- Huntley Fire Department, Fire Station #1
- Huntley Fire Department, Fire Station #5
- Kane County, 3rd Street Courthouse Electrical
- Kane County, Judicial Boiler Plant Renovation
- Kane County, Jail Drive Resurfacing
- Kane County, Building A Vestibule
- Kane County, Building C HVAC
- Kane County, Mill Creek ADA Sidewalk Improvements
- Kane County, Multi-Use Facility
- Kendall County, Fox Campus
- Kendall County, Public Safety Campus
- Lake County, Health Department
- Lockport, Public Works Facility
- Kendall County, Courthouse
- Kendall County, Health and Human Sciences
- South Elgin, Public Works Facility
- St. Charles Park District, Baker Community Center
- Sugar Grove Public Library, NOW Space
- United City of Yorkville, City Hall & Police Facility
- Village of Oswego, Public Works Facility
- Village of River Forest, RFCC Study
- Village of Rantoul, Fitness Center Renovation & Expansion



Bachelor of Science in Mechanical Engineering, Southern Illinois University

> Associate of Science, Joliet Junior College

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Engineer: Illinois, Indiana, Iowa, Michigan, Missouri IL License Number: 062.063531

Certified to use Carrier Energy Simulation Software for LEED Projects

LEED Certified Professional

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigerating, and Air Conditioning Engineers

DAVID ALLEN PE, LEEP AP SENIOR MECHANICAL ENGINEER



Through his education and experience, David has significant expertise in mechanical system design and energy conservation, including the design of LEED platinum and gold certified buildings. His project responsibilities span a wide variety of project types, including municipal, educational, financial, commercial, medical, residential, institutional and industrial projects.

RELEVANT EXPERIENCE

- Aurora University, Parking Deck
- City of Aurora, Police & Public Safety Headquarters Parking Deck
- Harbor Square, East Chicago, Indiana
- Kane County, Courthouse Renovations
- Kane County, Municipal Buildings Assessment
- Will County, Coroner & Recorder of Deeds Building Renovation
- Will County, Sheriff Office Space Planning
- Aurora Public Library
- Village of Sugar Grove, Fire Station #2
- Naperville Municipal Building, Cooling Towers Replacement
- Fox Valley Park District, Prisco Community Center Addition and Renovation
- Clinton Unit School District #15, New Elementary School
- Byron School District #226, Mary Morgan Elementary
 Modernization Program
- Northern Illinois University, Cole Hall Renovation & Gilbert Hall Renovation
- Aurora University, New Dormitory & Alumni Hall Addition
- University of Chicago, Task Architect
- Illinois State University, Watterson Towers Renovation
- East Aurora School District, 84-Classroom Addition Program, New Freshman Center
- Argo Community High School, Facility Master Planning
- Argo Community High School, Science Department Renovation
- Argo Community High School, Multiple Infrastructure Projects
- Kishwaukee Family YMCA
- Greenleaf Manor
- Chicago Public Schools, Infrastructure Project Aurora Police Station Headquarters



Bachelor of Science in Civil Engineering, Structural Engineering, Purdue University

REGISTRATIONS & CERTIFICATIONS

Professional Engineer: Indiana, Virginia, Ohio, New York, Texas, Arkansas

PROFESSIONAL AFFILIATIONS

American Concrete Institute

International Parking and Mobility Institute

Post-Tensioning Institute

PE PRINCIPAL IN CHARGE



Raymond is an experienced structural engineer and project manager specializing in parking structure design, production of contract documents, and construction administration. He has effectively managed the design and construction for dozens of new parking structures. He is frequently called upon to provide his clients with a cost-effective approach that meets or exceeds current standards. Raymond's wellrounded experience allows him to successfully manage complex projects requiring the highest degree of attention to detail, and his proactive communication style is key to coordinating large teams of subconsultants, clients, and stakeholders.

- Gerald R. Ford International Airport Parking Structure, Grand Rapids, MI, Project Manager. Raymond led the overall design for the 4,800-space, castin-place, post-tensioned four-level parking structure. It is designed to make airport parking easy and convenient for the thousands of people who use it. To help protect both people and vehicles from the weather, a large wave-like glass and steel canopy spans between the parking structure and terminal. A "Welcome Wall" in the middle of the parking structure highlights general interest information, including maps, accommodations, and a history of the area. Two pedestrian bridges are located at the second level and a rental car facility is located at ground level.
- University of Iowa Hospitals and Clinics Ramp #2 Replacement, Iowa City, IA, Project Manager. Raymond was responsible for the overall design, coordination, and plans production of a new, 700-car underground parking garage on the campus of the University of Iowa. The project required the demolition of an existing parking garage. The new garage serves a Children's Hospital and was designed for future vertical and horizontal expansion. The cast-in-place, posttensioned garage provides four levels of parking below grade with a structural plaza at grade supporting a landscaped park, surface roadways, and elaborate canopies.
- Montgomery College North Garage, Rockville, MD, Prime Project Manager. Raymond was the prime project manager responsible for the planning, design and overall management of this seven-level, 920-car parking garage. The castin-place, post-tensioned concrete parking structure is designed to withstand the aggressive northern winters. The parking garage consists of one level below grade level and six levels above grade.
- The Strong Museum of Play Parking Structure, Rochester, NY, Project Manager. Raymond was the project manager of this new parking structure. The Strong Museum of Play is part of the Strong Neighborhood of Play development in the area surrounding Strong Museum. The development includes a 100,000-square-foot museum expansion, residential and retail development, and 150-room hotel. As part of this development, WGI, along with CJS Architects, designed a 1,200-space, cast-in-place concrete parking structure, as well as providing structural design of the Gateway Building that connects the new parking structure to the museum expansion.



RAYMOND SMITH



PRINCIPAL IN CHARGE

RELEVANT EXPERIENCE CONTINUED

- Arts District Underground Garage at the Kauffman Center for Performing
 Arts, Kansas City, MO, Project Manager. Raymond was responsible for the overall project management of the 1,000-space underground parking structure blends seamlessly with the distinctive architecture of the Kauffman Center performance halls. The garage features a beautifully landscaped plaza level with lawn, trees, and pedestrian paths above four levels of below-grade parking. The curved footprint of the garage follows the geometry of the performing arts center, and the 100-year designed service life will provide convenient parking for generations to come.
- Purdue University Calumet, Hammond, Indiana, Project Manager. Raymond led the overall design, coordination, and production of contract documents for the new parking structure at Purdue University's Calumet campus. An increased demand for parking by students, faculty, staff, and visitors necessitated the construction of the first parking garage on the Purdue University Calumet campus. The design of the 874-space garage blends in with the campus setting. The garage is connected to Porter Hall by an at-grade pedestrian walkway. This connection provides a continuation of the internal pedestrian circulation within the campus.



Master of Science in Civil Engineering, Structural Engineering, Purdue University

> Bachelor of Science in Civil Engineering, Rose-Hulman Institute of Technology

REGISTRATIONS & CERTIFICATIONS

Professional Structural Engineer: Illinois IL License Number: 081.006494

DOUGLAS GANNON

PE, SE PROJECT MANAGER & STRUCTURAL ENGINEER

Doug is an experienced parking consultant, structural engineer and project manager specializing in parking structure design, consulting, and construction administration. He has effectively managed the design and construction for dozens of new parking structures and has also worked on numerous parking structure restoration projects. His experience in parking projects allows him to provide his clients with creative solutions in a cost-effective approach that meets or exceeds current standards. Doug is passionate about providing quality projects by listening to client needs and providing leadership and communication to achieve innovative solutions.

VGI

- Main Street Triangle, Orland Park, Illinois, Project Manager & Structural Engineer. To support ongoing economic development, a 195,200-square foot parking structure with an 8,000-square foot restaurant space was designed and constructed. The 5-story structure has 547 parking spaces, providing parking options for the adjacent medical center staff and patients, retail shoppers, commuters, and restaurant diners, as well as future development and retail. The most significant design challenge was the commitment to provide parking for the adjacent development which led to an aggressive delivery schedule for this precast parking structure. Working closely with the precast engineer of record, design and precast shop drawings were produced simultaneously reducing the design schedule by more than one month. Precast was chosen for this project to meet a tight construction deadline and to ensure consistency in materials and finishes. 2018 International Parking Institute Award of Merit for Best Design of a Parking Facility
- Captain James A. Lovell Federal Health Care Center VA Parking Structure, North Chicago, Illinois, Project Manager & Structural Engineer. The new 213-space parking structure provides much-needed additional parking capacity for visitors and staff on the VA medical campus. WGI provided structural design and parking consulting services for the 3-level, precast concrete parking structure. WGI provided an efficient parking layout and specified state-of-the-art materials and construction practices to maintain a long service life. The structure is designed with future flexibility to expand both vertically and horizontally to meet the needs of the campus by expanding to nearly 900 spaces.
- Purdue University Calumet (Purdue Northwest), Hammond, Indiana, Structural Engineer. Doug provided structural engineering design and construction administration for the new parking structure at Purdue University Northwest. An increased demand for parking by students, faculty, staff, and visitors necessitated the construction of the first parking garage on the campus. The design of the 874-space garage blends in with the campus setting. The garage is connected to Porter Hall by an at-grade pedestrian walkway. This connection provides a continuation of the internal pedestrian circulation within the campus.
- Hill Air Force Base GBSD MIF Parking Structure, Hill AFB, Utah, Project Manager and Structural Engineer. Doug led the design of a new cast-in-place, post-tensioned parking structure with 4 levels and 870 parking spaces. The structure meets or exceeds the rigorous high-seismic design requirements for the area. The complex includes a three-story building and a separate parking structure.



DOUGLAS GANNON

PE. SE

PROJECT MANAGER & STRUCTURAL ENGINEER

RELEVANT EXPERIENCE CONTINUED

Gerald R. Ford International Airport Parking Structure, Grand Rapids, MI, Structural Engineer. Doug led the structural design for the 4,800-space, castin-place, post-tensioned four-level parking structure. To help protect both people and vehicles from the weather, a large wave-like glass and steel canopy spans between the parking structure and terminal. The structure is covered by a steel-framed roof to protect patrons from rain and snow. A 16-photograph "Welcome Wall" in the middle of the parking structure highlights general interest information, including maps, accommodations, and a history of the area. Two pedestrian bridges are located at the second level, and a rental car facility is located at ground level.

IGI

• Dayton International Airport Parking Structure, Dayton, OH, Structural Engineer. Doug provided technical leadership for the design, coordination, and plans production. This \$35 million parking structure is the first at Dayton International Airport. The 1,366-space parking structure was built in conjunction with several other improvements at the airport, including a new air-traffic control tower, updated long-term parking lot and relocation of rental car facilities.



Associates of Applied Science Commercial Art, Ivy Tech College

Associates of Applied Science, Architectural Technology, Ivy Tech College

PROFESSIONAL AFFILIATIONS

International Parking and Mobility Institute (IPMI)

ERNST REHM SENIOR PARKING DESIGNER



Ernie is an experienced designer specializing in parking design, parking equipment, and traffic modeling for parking structures. He has worked closely with some of the leading experts in the field for over twenty years locally and internationally, translating to being exposed to and designing many types of facilities, and functional uses. His well-rounded experience along with attention to detail initiates creative solutions in parking design.

RELEVANT EXPERIENCE

- Indiana University Signage Upgrades for Various Garages, Indianapolis and Bloomington, Indiana, Designer. Ernie served as designer for signage and wayfinding. The project entailed upgrading the wayfinding signage in twelve (12) existing parking structures. The signage was upgraded to meet a new Indiana University standard for parking garage signage across all IU campuses. WGI provided construction documents for the new signage and worked with IU to determine the construction schedule and provide cost estimating. WGI's services also included construction administration and final project closeout.
- *American Dream Functional Design, and Signage and Wayfinding, Meadowlands NJ, Designer. Ernie served as the designer for functional design, vehicular and pedestrian wayfinding for the four (4) parking facilities serving the American Dream Retail Entertainment facility, including new design documents and construction administration.
- *Dubai Mall Functional Design, and Signage and Wayfinding, Dubai UAE, Designer. The project consisted of redesigning the existing parking layout and signage consisting of more than 10,000 parking spaces. Ernie served as the designer for vehicular and pedestrian wayfinding within the parking facilities, this included documenting all existing signage, new construction documents, and construction administration.
- *City Creek Center, Salt Lake City UT, Designer/Project Manager. Ernie served as designer for parking, parking equipment, and wayfinding for the Retail Entertainment center consisting of over 5,000 parking spaces in two underground parking facilities.
- *Uptown Square Cairo, Cairo Egypt, Designer. Ernie was the lead parking designer for the new Uptown Square mixed-use facility consisting of over 10,000 parking spaces serving retail, entertainment, residential, and office tenants.

*Experience prior to joining WGI



Bachelor of Science in Civil Engineering, Bradley University

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Engineer: Illinois, Indiana, Ohio, Iowa

Certified Professional in Erosion and Sediment Control (CPESC)

IDOT Certifications Geotechnical Field Testing and Inspection (S33) & Documentation and Quantities

PROFESSIONAL AFFILIATIONS

American Water Works Association

Illinois Urban Manual Technical Review Committee

> National Society of Professional Engineers

National Association of Industrial and Office Properties

BRIAN JOHNSON



PRINCIPAL | ENGINEER OF RECORD

Mr. Johnson is actively engaged in all planning, design, and construction aspects. He utilizes his expertise in infrastructure, stormwater management, grading, and permitting to offer innovative solutions that best meet our client's demands and budgets. Mr. Johnson has a well-balanced background in design and field observations that allow him to make an immediate contribution to projects with added value. His experience includes various-sized residential, commercial/ industrial, brownfield, recreational, and environmental projects. When Brian is not actively involved with professional and local organizations, he continually educates our clients on new design approaches, BMPs, and local, county, and state regulations.

- Amazon e-Commerce & Fulfillment Campus, Kenosha, WI
- Archer Daniels Midland (ADM) Multi-modal, Decatur, IL
- Wal-Mart Distribution Centers, Elwood, IL
- Stepan Distribution Center, Joliet, IL
- Caterpillar Park, Joliet, IL
- Bissell Distribution Center, Elwood, IL
- CenterPoint Intermodal Center & Logistics Park East, Elwood, IL
- Kenall Manufacturing & Distribution Facility, Kenosha, WI
- Groot Lake Transfer Facility, Round Lake Park, IL
- · American Society of Anesthesiologist Headquarters, Schaumburg, IL
- Antioch Retail Crossings, Antioch, IL
- Schaumburg Hotel & Restaurant Development, Schaumburg, IL
- Hooters Redevelopment, Mishawaka, IN
- Fresh Thyme Farmers Market, Cincinnati, OH
- LockUP Storage Facility, Norridge, IL
- Atlantic Aviation Hangar 43, Wheeling, IL
- Elk Grove Fire Station 8 & 9, Elk Grove, IL
- Elk Grove Fire Station #10, Elk Grove, IL
- Lockport Fire Station #1, Lockport, IL
- Addison Fire Station, Addison, IL
- DuPage Airport Fire Station, West Chicago, IL
- Lake Villa Fire Station, Unincorporated Lake County, IL
- Harlem / Roscoe Fire Station #2, Roscoe, IL
- Harlem / Roscoe Fire Station #3, Roscoe, IL
- Palatine Police Headquarters, Palatine, IL
- Orland Park Fire Station Expansion, Orland Park, IL
- Williams Drainage Study, Palatine, IL
- Trout Valley Stormwater Improvements, Trout Valley, IL
- IL Rte 120 Expansion & Improvements, Round Lake Park, IL
- Chicago Highlands Golf Club, Westchester, IL
- Flint Creek Stabilization, North Barrington, IL
- Mittel Boulevard Shoreline Restoration, Wood Dale, IL



Bachelor of Science in Civil Engineering Technology, Southern Illinois University Carbondale

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Engineer: Wisconsin

LEED AP

DWIGHT TROSTLE PE, LEED AP SENIOR PROJECT MANAGER



Mr. Trostle holds a Bachelor of Science degree in Civil Engineering Technology and has over 30 years of experience in the area of land development projects. Mr. Trostle has been with Pinnacle Engineering Group for 4 years. He has provided services for clients in all areas of development including feasibility studies, preliminary engineering and entitlement, final engineering, permitting with Federal, State, and Local jurisdictions, and project completion and record drawings. Prior to joining PEG Mr. Trostle worked as a project manager with Plote Construction.

RELEVANT EXPERIENCE

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- Santa's Village-Water Park, East Dundee, IL
- 1011 East Main Retail Shops, East Dundee, IL
- Saint Francis Xacier Addition, Wilmete, IL
- Rexnord, Downers Grove, IL
- Amazon Fullfilment Center, Oak Creek, WI
- Bulldog Cartage, Addison, IL
- Piper Land Redevelopment, Prospect Heights, IL
- Groot Transfer Station, Chicago, IL
- Groot Transfer Station, Plainfield, IL
- Terra Business Park Phase II, East Dundee, IL
- Grande Park Subdivision, Plainfield, IL*
- Grande Reserve, Yorkville, IL*
- Tuscany Woods, Hampshire, IL*
- Willow Glen Development, Willow Springs, IL
- Elk Grove Village Fire Station No 8, Elk Grove Village, IL
- Elk Grove Village Fire Station No 10, Elk Grove Village, IL
- Streamwood Fire Stations 32 & 33, Streamwood, IL
- Streamwood Public Works, Steamwood, IL
- Channahon FPD, Channahon, IL
- Troy FPD Station 3, Minooka, IL

*Experience prior to joining Pinnacle Engineering Group



Bachelor of Science in Engineering Operations, Iowa State University

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Engineer: Illinois, Iowa

Certified Floodplain Manager

PROFESSIONAL AFFILIATIONS

Illinois Association for Floodplain and Stormwater Management

JANA BRYANT PE, CFM SENIOR PROJECT MANAGER



Ms. Bryant holds a Bachelor of Science Degree in Engineering Operations and has over 24 years of design experience in the area of land development projects. She has provided services for clients in all phases of development including feasibility studies, preliminary engineering, entitlements, final engineering, permitting with federal, state, and local jurisdictions, and project completion and record drawings. Ms. Bryant has been with Pinnacle Engineering Group for over two years. Prior to joining PEG, she was the Development Engineer / Stormwater Administrator for the Village of Lombard for over 7 years.

RELEVANT EXPERIENCE

- Permit Reviews for Various Development Permits, Lombard, IL*
- Permit Review for Various Development Permits, Naperville, IL*
- Amoco, Mt. Prospect, IL*
- BP Gas Stations, 45 Various Locations, IL*
- Environmental Recycling and Disposal, Rockdale, IL
- Haumiller Expansion, South Elgin, IL
- Central Tree, Pingree Grove, IL
- Atlantic Aviation Hangar 43, Wheeling, IL
- Silver Cross Medical Office Building, Mokena, IL
- Midwestern University, Various Projects, Downers Grove, IL*
- St. Alexius Medical Campus Buildings / Parking Deck, Hoffman Estate, IL*
- Wheeling Fire Station No. 42, Wheeling, IL
- Wheeling Fire Station No. 23, Wheeling, IL
- Stormwater Administrator (2 Terms as Vice Chair of Meg, Lombard, IL*
- Review Lombard PW Fueling Station & Parking Expansion, Lombard, IL*
- IDOT District 2, IL Route 2 Widening, Rockton, IL*
- IDOT Documentation Audits, Various Locations, IL*
- ISTHA I-88 Widening Between Orchard Road & Sugar Grove Exit, Aurora, IL*
- Permit Review for SFR with Geothermal System, Naperville, IL*
- Commuter Bike Shelters at Metra Stations, Naperville, IL*
- Traffic Signal at Freedom Boulevard & Independence Ave, Naperville, IL*
- Pedestrian Bridge Over Illinois Route 59, South of 95th Street, Naperville, IL*
- Downtown DuPage River Trail, Naperville, IL*
- Riverside Public Works Facility, Riverside, IL*
- DuPage County Convalescent Center Improvements, Wheaton, IL*
- IDOT Location Drainage Study, I-55 Exit Ramp at IL-53, Bolingbrook, IL*
- IDOT Location Drainage Study, I-290 IL-72 to Thorndale, Schaumburg, IL*
- Chicago Golf Club, Unincorporated, Wheaton, IL
- Douglas Park Nike Soccer Field, Chicago, IL*

*Experience prior to joining Pinnacle Engineering Group

Standard Form of Agreement Between Owner and Design-Builder – Lump Sum

Document No. 525 Third Edition, 2022

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Design-Build Institute of America - Contract Documents LICENSE AGREEMENT



By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- License. The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies. You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers. You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term. The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty. DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies. DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgment. You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

INSTRUCTIONS

For DBIA Document No. 525 Standard Form of Agreement Between Owner and Design-Builder - Lump Sum (2022 Edition)

Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

 Page 1	Owner's name, address and form of business
 Page 1	Design-Builder's name, address and form of business
 Page 1	Project name and address
 Section 2.1.3	Identify other exhibits to the Agreement
 Section 4.2	Note the optional provisions that are provided
 Section 4.3.2	Complete blanks for additional sum for use of Work Product
 Section 5.2.1	Complete blanks for calendar days and note the optional language that is provided
 Section 5.2.2	Insert any interim milestones (optional)
 Section 5.4	Complete blanks for liquidated damages and note the optional provisions that are provided
 Section 5.5	If the parties select the option provided they have to insert an amount
 Section 5.6	Complete blanks for early completion bonus and note the optional provision that is provided
 Section 5.7	Note the optional provisions that are provided
 Section 6.1	Complete blanks for Contract Price
 Section 6.2	Insert markups for changes and note optional provisions
 Section 6.3.4	Note the optional provision that is provided
 Section 6.4.1	Note optional provision
 Section 7.1.1	Complete blanks for day of month
 Section 7.2.1	Complete blanks for retention percentage and note optional provision
 Section 7.4	Complete blanks for interest rate
 Section 8.1	Choose overhead/profit method for termination for convenience
 Section 8.2.1	Complete blanks for percentages
 Section 8.2.2	Complete blanks for percentages
 Section 9.1.1	Insert Owner's Senior Representative's name, etc. (optional)
 Section 9.1.2	Insert Owner's Representative's name, etc. (optional)
 Section 9.2.1	Insert Design-Builder's Senior Representative's name, etc. (optional)
 Section 9.2.2	Insert Design-Builder's Representative's name, etc. (optional)
 Section 10.1	Attach Insurance Exhibit
Section 10.2	Insert amount and conditions of bonds or other security and note the options that are provided
 Section 11.1	Insert any other provisions (optional)
 Last Page	Owner's and Design-Builder's execution of the Agreement

General Instructions

No.	Subject	Instruction		
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.		
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America ("DBIA") has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.		
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standa Form Contract Documents should not be used in conjunction with non-DBIA documer unless the non-DBIA documents are appropriately modified on the advice of legal couns Moreover, care should also be taken when using different editions of the DBIA Standa Form Documents on the same project to ensure consistency.		
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.		
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.		
6.	Modifications	Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms – familiarity with the terms.		
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.		

Specific Instructions

Section	Title	Instruction		
General	Purpose of This Agreement	DBIA Document No. 525 ("Agreement") should be used only when the parties intend that Owner pay Design-Builder a lump sum fixed price for the completion of all design and construction services. There will be greater mutual understanding and cooperation if the lump sum is established based on Owner's Project Criteria that are well defined.		
		If there is uncertainty about Owner's Project Criteria, or it remains to be developed by Owner and Design-Builder jointly, a cost-plus/guaranteed maximum price ("GMP") contracting approach may be more suitable. In such case, the parties should use DBIA Document No. 530.		
General	Purpose of These Instructions	These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.		
General	Related Documents	This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement.		
GeneralDateOn Page 1, enter the date when both parties reach a final u due to logistical reasons, that the dates when the parties exe different. Once both parties execute the Agreement, the effe will be the date recorded on Page 1. This date does not, h Time, which is measured according to the terms of Article 5		On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.		
General	Parties: Owner and Design- Builder	On Page 1 enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other.		
2.1.2	Basis of Design Documents	The Basis of Design Documents are critical in establishing the scope of work. These documents include the Owner's Project Criteria and may include Design-Builder's Proposal, and the Deviation List, if any, contained in the Design-Builder's Proposal. Prior to the execution of this Agreement, Design-Builder will have submitted its Proposal based on Owner's Project Criteria. To avoid ambiguities or conflicts between Owner's Project Criteria and Design-Builder's Proposal, Design-Builder's Proposal shall specifically list any deviations from Owner's Project Criteria. Design-Builder's Deviation List shall, if accepted by Owner, become a Contract Document and shall have precedence over Owner's Project Criteria.		
2.1.5	Construction Documents	After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents subject to Owner's review and approval.		
3.2	Order of Precedence	The Contract Documents are listed in Section 2.1 in the order of their precedence. This hierarchy of documents reflects DBIA's belief that the Basis of Design Documents are critical documents that take precedence over other Contract Documents existing at the time the Agreement is executed. This section also makes clear that if a Deviation List exists it takes precedence over the Owner's Project Criteria. Moreover, Section 2.1.3 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict.		

Section	Title	Instruction	
3.3	Definitions	Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.	
3.4	Design Specification	The Owner is cautioned that if the Project Criteria include design specifications, there case law holding that the Design-Builder is entitled to rely on such information, and to the extent such information is not accurate, the Design-Builder will be entitled to a adjustment in the Contract Price and/or Contract Time. Accordingly, to avoid such potential liability, the Owner should consider using performance specifications.	
4.1	Work Product	This Agreement provides that the Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5.	
4.2	Owner's Limited License Upon Payment in Full	Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to the Owner upon payment in full for all Work performed. Generally, where the Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements.	
4.3	Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate	Owner should not use the Termination for Convenience Clause to obtain Design- Builder's valuable design concepts, and then seek bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or third-party forces, Design-Builder shall grant Owner the rights set forth in Section 4.2, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product.	
4.3.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount.	
4.4	Owner's Limited License Upon Design-Builder's Default	If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2.	
4.5	Owner's Indemnification for Use of Work Product	Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier.	
5.1	Date of Commencement	Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise.	
5.2.1	Substantial Completion of the Entire Work	Enter the calendar days duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract if they want to use a Temporary Certificate of Occupancy as the benchmark. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued, if applicable to the Project.	

Section	Title	Instruction		
5.2.2	Interim Milestones	It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the number of calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. The form does not provide a remedy to the Owner if an interim milestone is not met. If the Owner has special requirements as it relates to interim milestones, the Owner may want to consider a remedy for the Design-Builder's failure to meet an interim milestone.		
5.4	Liquidated Damages	Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder. Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages if the Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties must negotiate both the number of days and the liquidated damages amount. In negotiating liquidated damages, the parties should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to the Owner. In no case should the total amount of liquidated damages for Project delay.		
5.5	Liquidated Damages Cap	The parties can agree to cap liquidated damages for delay at a negotiated amount.		
5.6	Early Completion Bonus	If the Project economics justify liquidated damages, then it may also be appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount.		
5.7	Compensation for Force Majeure Events	The parties are provided the opportunity of providing the Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties have to negotiate how many cumulative days of Force Majeure delays must occur before the Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay.		

Section	Title	Instruction	
6.1	Contract Price	Enter the lump sum price Owner will pay Design-Builder for the Scope of Work. The Contract Price should compensate Design-Builder for the services it provides and the risk it assumes in providing single point responsibility to Owner.	
6.2	Markups for Changes	Enter the markups agreed upon by Design-Builder and Owner to be used for pricing Changes to the Work. Prior to negotiating or agreeing to these markups, both parties should familiarize themselves with Article 9 of the General Conditions of Contract, Changes to the Contract Price and Time. For additive Change Orders, the parties have to negotiate the Fee the Design-Builder will receive. For deductive Change Orders, parties have the option by checking the appropriate box of whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage.	
6.3.4	Allowance Value	This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance Values. The Allowance Value for which the Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs and fee, are deemed to be included in the Contract Price. However, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.2.	
6.4	Performance Incentives	There may be performance incentives that will influence Project success. Such incentives may include award fees tied to the Design-Builder achieving certain standards relative to client satisfaction, safety and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement.	
7.1.1	Progress Payments	Enter the day of the month when Design-Builder shall submit its Application for Payment.	
		Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work.	
7.2.1	Retainage	The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage the Design-Builder's General Conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that the Design-Builder is obligated to pay its General Conditions costs in full each month and that under the design-build delivery method, the Owner typically does not retain sums from its designer.	
7.4	Interest	The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants and Subcontractors.	
7.5	Record Keeping	The Owner is provided access to Design-Builder's accounting information as it relates to changes to the Work. However, if the parties have agreed to multipliers or markups for changes, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, the Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage.	

Section	Title	Instruction		
8.1	Termination for Convenience: Overhead and Profit	The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.		
8.2	Termination for Convenience: Additional Payments	Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction.		
8.3	Termination for Convenience: Owner's Use of Work Product Owner should not use the Termination for Convenience clause to obtain Design-Builder. If terminates this Agreement for its own convenience, and chooses to proceed w Project using Design-Builder's Work Product, Owner should pay an additional s the use of Design-Builder's Work Product pursuant to Section 4.3.			
Article 9	Representatives of the Parties	Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively. Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively. The parties can elect to establish Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated.		
10.1	Insurance	Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor.		
10.2	Bonds	Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require.		
11.1	Other Provisions	Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration in which case the optional language in this Section should be included.		

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Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

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

This **AGREEMENT** is made as of the ______ day of ______ the year of 20______, by and between the following parties, for services in connection with the Project identified below.

OWNER: (Name and address) DESIGN-BUILDER: (Name and address)

PROJECT: (Include Project name and location as it will appear in the Contract Documents)

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2

shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

[At the parties' option, the following may be used in lieu of Section 4.2.]

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural, engineering and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the
General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of

Dollars (\$ _____) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _

(_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1 if the Project is subject to a Temporary Certificate of Occupancy.]

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: (*Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion.*)

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by ______

(_____) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner ______ Dollars (\$ ______) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

[The parties may want to consider the following supplemental language within Section 5.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 5.2.3 should be deleted and the language below should be checked and completed.]

Design-Builder understands that if Final Completion is not achieved within ______ days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within ______ days of Substantial Completion, Design-Builder shall pay to Owner ______

Dollars (\$_____), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

[In lieu of the liquidated damages specified in Section 5.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 5.4 and 5.5 and insert the following.]

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or

consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

[The Parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 5.5.]

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be ______ Dollars (\$______).

5.6 Early Completion Bonus. If Substantial Completion is attained on or before

[The Parties may also desire to cap the early completion bonus payable under Section 5.6, in which case the following language should be included.]

Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is ______ Dollars (\$_____).

5.7 [The Parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]

In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed ______ cumulative days. Said additional compensation shall be limited to:

[Check one box only.]

dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

5.8 Owner's Review Time. The parties have established the following maximum and minimum amount of time for the Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.8.1 The Owner shall have a minimum of _____ days of receipt by the Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.8.2 The Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within _____ days of receipt by the Owner.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of ______ Dollars (\$ _____) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ______

_____percent (_____%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit_____ hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[Check one box only.]

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) percent (_____%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit _____ hereto applied to the direct costs of the net reduction

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials,

equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

[In the alternative, the parties may want to delete Section 6.3.4 and add the following provision.]

In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is ______percent (______%) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 **Performance Incentives.**

6.4.1 Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit _____.

(The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.)

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the ______ (____) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ______ percent (_____%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.

[Design-Builder and Owner may want to consider substituting the following retainage provision.]

Owner will retain ______ percent (_____%) from Design-Builder's Applications for Payment, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.

[For public projects, Design-Builder and Owner may want to consider substituting the following retainage provision.]

Owner will retain ______ percent (_____%) from Design-Builder's Applications for Payment pursuant to applicable state law.

[Design-Builder and Owner may want to consider substituting the following retainage provision.]

Because Owner has obtained a performance bond and payment bond pursuant to Article 10 below, Owner will not retain retainage from Design-Builder on this Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of ______ percent (______%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder's shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination for convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

[Choose one of the following.]

The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions.

or

Overhead and profit in the amount of ______percent (______%) on the sum of items set forth in Section 11.6.1 of the General Conditions.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid ______ percent (_____%) of the remaining balance of the Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid ______ percent (_____%) of the remaining balance of the Contract Price.

8.3 The total amount to be paid to Design-Builder, exclusive of costs described in section 11.6.1.2 of the General Conditions, shall not exceed the Contract Price.

[The following Article 9 should be used only if the Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: (*Identify individual's name, title, address and telephone numbers.*)

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (*Identify individual's name, title, address and telephone numbers.*)

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (*Identify individual's name, title, address and telephone numbers.*)



10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.	
[Check one box only. If no bo	ox is checked, then no bond is required.]
Required	Not Required
Payment Bond.	
[Check one box only. If no bo	ox is checked, then no bond is required.]
Required	Not Required
Other Performance Security.	
[Check one box only. If no bo If the "Required" box is chec being required and all salient	ex is checked, then no other performance security is required. ked, identify below the specific performance security that is commercial terms associated with that security.]
Required	☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the parties may want to delete such sections and include the following alternative dispute resolution clause.]

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

[Section 2.9.1 of the General Conditions contains an option for the parties to establish a limited time frame for the Design-Builder's warranty. If the parties agree to such a limited time frame, the parties may insert it below.]

The parties have agreed to limit the time frame that the Owner can make a claim pursuant to Section 2.9.1 of the General Conditions. Owner must make all claims pursuant to Section 2.9.1 of the General Conditions within ______ years of the date of Final Completion of the Project.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)	(Name of Design-Builder)
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
Date:	Date:

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Design-Build Institute of America 1001 Pennsylvania Ave. NW, Suite 410 Washington, DC 20004

> (202) 682-0110 dbia@dbia.org

MAINTENANCE REQUIREMENTS

What type of maintenance is required in the short and long-term life of the structure. Life-cycle costs of selected construction type. What maintenance/durability items will be utilized in the design and why. Include a maintenance schedule.

A. General Principles - Our design intent is to provide a parking garage with a planned service life of 50 years along with the lowest life-cycle cost when comparing cast-in-place, post-tensioned concrete (CIP/PT) to precast concrete. Our team has determined that a CIP/PT concrete structural system will provide the lowest initial cost and the shortest construction duration for this project when compared to precast. Since a CIP/PT parking garage will always require less maintenance than a precast garage over the life of the structure, the clear choice for this project is a CIP/PT structural system since it will provide the lowest life-cycle cost.

During the planned 50-year service life, major structural repairs should not be required (i.e. significant concrete corrosion deterioration repair) if proper construction and maintenance practices are followed. During this anticipated service life, we would anticipate that as a minimum, the following housekeeping and maintenance would be necessary.

- Housekeeping We would generally define housekeeping as work conducted by in-house staff consisting of basic cleaning, sweeping, slab washdowns, etc. Housekeeping would include items such as:
 - Sweeping of the stairs, lobbies and floor slabs on a regular basis.
 - Trash collection on a periodic basis.
 - o Slab washdowns and floor drain cleanout on a semi-annual basis.
 - Cleaning of stair enclosures, canopies, doors, door frames and glass on a periodic basis.
 - Cleaning of signage, doors, walls, equipment, etc. on a periodic basis.
- 2. *General Maintenance* General maintenance would usually be performed by in-house staff; however, outside contractors may be required in some cases. Maintenance would represent tasks necessary to ensure proper operations of systems and components. General maintenance would include items such as:
 - Doors and Hardware Periodic lubrication.
 - Equipment Generally equipment maintenance is performed by an outside contractor. It should be anticipated that equipment would be replaced every 15-20 years.
 - Lighting It is anticipated that the lamps should be replaced as required based on the type of fixture used, and light fixtures will likely require replacement every 20 years.
 - Sealants/Expansion Joints Repair/replacement of isolated sealant or expansion joint failure. Leaking at slab cracks may also require sealant installation.
 - Painting Painting touchup should generally be performed as damage is observed. It is anticipated that repainting of exposed steel would be performed every 20 years, and parking stripes reapplied every 2-4 years.
- 3. *Structural Maintenance* Structural maintenance is generally performed by outside contractors and will consist of repairing damage to waterproofing or structural elements. Structural maintenance would include items such as:
 - Crack and Joint Sealants It is anticipated that sealants will be replaced every 10 years.
 - Expansion Joints Expansion joints require replacement every 10 years.
 - Stair Tower Roofing Systems These waterproofing systems will likely require replacement every 20 years.
 - Slab Penetrating Sealer It is anticipated that a penetrating sealer would require reapplication every 5 to 10 years.
 - Concrete Repairs It is anticipated that, even with state-of-the-art durability features, isolated concrete repairs will be required, generally due to corrosion deterioration.

- B. Structural Based on proposed framing and long-term maintenance considerations, the structural system will consist of cast-in-place post-tensioned concrete, with post-tensioned slabs and beams. The structural system will be designed and detailed to accommodate anticipated volume changes from concrete drying shrinkage, elastic shortening, creep, and temperature changes.
 - 1. Structural System Cast-in-place Superstructure will consist of cast-in-place concrete columns, beams, and slabs. Beams and slabs will be post-tensioned.
 - 2. *Lateral Load Resisting System* The lateral load resisting system for the parking garage will consist of reinforced concrete moment frames.
 - 3. *Stair Towers* The stair towers will consist of cast-in-place concrete stairs and framing. The stair towers will be connected to the parking garage (no expansion joint).
 - 4. *Foundations* Shallow foundations consisting of spread footings will be used to support column loads for the parking garage. In addition, a permanent earth-retention system consisting of galvanized soldier piles with a cast-in-place concrete facing wall will be used at much of the garage perimeter to allow it to be built into the sloping grade of the site.
 - 5. *Slab-on-Grade* We anticipate the slab-on-grade will be a 5" concrete slab over a minimum of 6" compacted sub-base and will be reinforced and jointed as required to reduce concrete cracking. A subfloor drain system and permanent groundwater control system are not anticipated.
- C. Future Expansion None: However, the structure will be designed to support a partial structural steel roof system and solar panels.
- D. Concrete Durability The structure will be designed and constructed with special emphasis on durability and ease of maintenance. Components will include details and materials that promote long-term durability. Specific features are anticipated to include:
 - 1. Low water/cement ratio concrete, 0.40 or less;
 - 2. Air-entrained concrete;
 - 3. Epoxy coated reinforcement;
 - 4. Corrosion inhibiting admixture (i.e. 3 gallons per CY of concrete for cast-in-place post-tensioned concrete floors);
 - 5. Encapsulated post-tensioning system;
 - 6. Positive drainage to floor drains of 1.5% minimum slope;
 - 7. Minimum concrete cover of 2" for top of slabs that are exposed to deicing chemicals;
 - 8. Hot-dipped galvanized finish for any exposed steel framing, connections and embed plates;
 - 9. Polyurethane sealants in all concrete slab construction and control joints and cove sealants;
 - 10. Silane sealer (40% solids content) on concrete floors;
 - 11. Expansion joints;
 - 12. Traffic bearing membrane over electrical/storage/mechanical areas and pourstrips.

These durability features are consistent with the recommendations of the American Concrete Institute, ACI 362, "Guide for the Design of Durable Parking Structures" Zone III. Below is a durability matrix which shows ACI 362 recommendations in the second column from the left. We are basing our design on the

next column to the right labeled "Recommended" which provides a theoretical design service life of 50 years.

	Garage Co Cast-in-Place I Con	onstruction Post-Tensioned crete
	ACI 362 ¹	Recommended
	Durable Design	Long Service Life ³
1. Concrete		
1.1 Concrete Strength		
Cast-in-Place Concrete	5,000 psi	5,000 psi
1.2 Air Entrainment (%)	6 1/2 %	6 1/2 %
1.3 Water/Cement Ratio (Max)		
Cast-in-Place Concrete	0.40	0.40
Precast Concrete (Architectural Panels)	0.38	0.38
1.4 Corrosion Inhibitor		
Cast-in-Place Concrete	Optional	3 gal/cy
2. Reinforcement/Embedded Steel		
2.1 Concrete Cover (Top of Slab)	2 Inches ²	2 Inches
2.2 Reinforcing Steel (Mild)		
Cast-in-Place Concrete	Epoxy Optional	Epoxy Coated
2.3 Post- Tensioning System	Encapsulated	Encapsulated
2.4 Exposed Steel Shapes and Plates	Hot-Dip Galvanized	Hot-Dip Galvanized
3. Waterproofing		
3.1 Deck Coating or Sealer	Sealer	Sealer + Isolated deck coating
3.2 Cracks & Construction Joints	Sealant	Sealant
4. Miscellaneous		
4.1 Drainage (Minimum)	1 1/2 %	1 1/2 %

Notes:

1. American Concrete Institute *Guide for the Design of Durable Parking Structures*. East Dundee is in Durability Zone III.

2. ACI allows 1/2 inch reduction in concrete cover if corrosion inhibitor or epoxy coated steel is specified.

3. Recommended service life is 50 years.

E. Life-Cycle Cost Projections Over 50-Year Service Life

- 1. **Housekeeping:** The cost of this category will vary but will be approximately \$2/space/month. Total for 149 spaces = \$298/month, \$3,576/year, and \$178,800 for 50 years.
- 2. **Operations & Operator Maintenance:** The cost of this category will vary but will be approximately \$7/space/month. Total for 149 spaces = \$1,043/month, \$12,516/year, and \$625,800 for 50 years.
- Annual General Maintenance and Repairs: The cost of this category will vary but will be approximately \$0.15/sf per year for a new parking garage. Cost = \$7,864/year and \$393,000 for 50 years.
- 4. **Periodic Repairs, Protection, and Improvements (Capital Expenditures):** These costs are broken down by the age of the structure and are associated with major capital expenditures.
 - Cost 0 to 5 years old (2025 to 2030)): \$0.00

- Most items during this timeframe are under warranty or do not need replaced.
- Cost 5 years old (2030): \$5,000
 - Minor finishes need replaced such as striping.
- Cost 10 years old (2035): \$85,000
 - Cost to replace lamps, sealants, deck coating, expansion joints, and concrete sealer.
- Cost 15 years old (2040): \$5,000
 - Minor finishes need replaced such as striping.
- Cost 20 years old (2045): \$\$110,000
 - Cost to replace lamps, sealants, deck coating, expansion joints, and concrete sealer.
 - Cost to replace equipment (parking, HVAC, Lighting). Cost also includes minor concrete repairs and replacement of roofing.
- Cost 25 years old (2050): \$5,000
 - Minor finishes need replaced such as striping.
- Cost 30 years old (2055): \$85,000
 - Cost to replace lamps sealants, deck coating, expansion joints, and concrete sealer.
- Cost 35 years old (2060): \$5,000
 - Minor finishes need replaced such as striping.
- Cost 40 years old (2065): \$110,000
 - Cost to replace lamps, sealants, deck coating, expansion joints, and concrete sealer.
 - Cost to replace equipment (parking, HVAC, Lighting). Cost also includes minor concrete repairs and replacement of roofing.
- Cost 45 years old (2070): \$5,000
 - Minor finishes need replaced such as striping.
- Cost 50 years old (2075): \$85,000
 - Cost to replace lamps, sealants, deck coating, expansion joints, and concrete sealer.

Total Periodic Repairs, Protection, and Improvements (Capital Expenditures): \$500,000 for 50 years.

Total Life Cycle Cost of the CIP PT Garage over its 50 year life: \$1,697,600

CONCEPTS & RENDERINGS











PARKING S	STRU	CTURE
CONCEPT	SITE	PLAN

Village of East Dundee Parking Structure Cast In Place Pricing Drawings East Dundee, IL

SHEET INDEX

AP101	LEVEL 1 ARCHITECTURAL PARKING
AP102	LEVEL 2 ARCHITECTURAL PARKING
S100	FOUNDATION PLAN
S101	LEVEL 1 STRUCTURAL PLAN
S102	LEVEL 2 STRUCTURAL PLAN





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CAR COUNT				
LEVEL	STANDARD	ADA CAR	ADA VAN	TOTAL
P1	69	3	0	72
P2	75	1	1	77
TOTAL	144	4	1	149





В

Α

CAR COUNT				
LEVEL	STANDARD	ADA CAR	ADA VAN	TOTAL
P1	69	3	0	72
P2	74	2	1	77
TOTAL	143	5	1	149







В

Α

DURABILITY REQUIREMENTS

- EXPOSURE.
- 2. CONCRETE PROPERTIES: FOUNDATIONS
 - A. F'c = 4,000 PSI @ 28 DAYS
 - B. WATER/CEMENT RATIO = 0.50

SLAB-ON-GRADE

- A. F'c = 4,500 PSI @ 28 DAYS B. WATER/CEMENT RATIO = 0.45
- C. MAXIMUM WATER-SOLUBLE CHLORIDE ION = 0.30

ELEVATED SLABS/BEAMS, COLUMNS, AND WALLS

- A. F'c = 5,000 PSI @ 28 DAYS
- C. WATER/CEMENT RATIO = 0.40
- D. MAXIMUM WATER SOLUBLE-CHLORIDE ION CONTENT = 0.15

- 3. CONCRETE REINFORCEMENT: DESCRIPTION FOUNDATIONS WALLS COLUMNS & PILASTERS TIES VERTICAL REINFORCEING
- BEAMS & GIRDERS (ELE) STIRRUPS TOP REINFORCING
- FACE REINFORCING BOTTOM REINFORCING
- SLABS & STAIRS (ELEVATI TOP REINFORCING BOTTOM REINFORCING SLAB-ON-GRADE ISLANDS, HK PADS, CURBS, MISC. 1 1/2"
- SLAB JOINTS TO BE TOOLED W/SEALANT
- SYMB NOTE SLABS S1 5" CIP CONCRETE SLAB-ON-GRADE PLACED ON 8" COMPACTED SUB-BA S2 3" CIP CONCRETE BUILT-UP WASH S3 TRAFFIC-RATED FLOOR DRAIN S4 HEAVY-DUTY TRAFFIC BEARING ME S5 6" THICK CIP CONCRETE POST-TENS TOWERS T1 PRECAST OR CIP CONCRETE STAIR BEAMS B1 16" x 34" CIP CONCRETE POST-TENS GIRDERS G1 36" x 36" CIP CONCRETE POST-TENS G2 24" x 36" CIP CONCRETE POST-TENS COLUMNS C1 24" x 24" CIP CONCRETE COLUMN WALLS W1 GALVANIZED SOLDIER PILE AND TIM W2 8" CMU WALL (ABOVE CIP CONCRETE WALL, AS APPLICABLE) W/ #5 @ 24" MILD REINFORCEMENT (GROUT CORES SOLID AT REINF)

1. ACI 362.1R-12 GUIDE FOR THE DESIGN AND CONSTRUCTION OF DURABLE CONCRETE PARKING STRUCTURES, ZONE III

C. MAXIMUM WATER-SOLUBLE CHLORIDE ION CONTENT = 0.30 D. FLY ASH SHALL BE PERMITTED UP TO 25% OF CEMENTITIOUS MATERIAL E. GGBS SHALL BE PERMITTED UP TO 50% OF CEMENTITIOUS MATERIAL F. TOTAL OF CEMENTITIOUS MATERIAL SUBSTITUTES SHALL NOT EXCEED 50%

D. FLY ASH SHALL BE PERMITTED UP TO 25% OF CEMENTITIOUS MATERIAL E. GGBS SHALL BE PERMITTED UP TO 50% OF CEMENTITIOUS MATERIAL F. TOTAL OF CEMENTITIOUS MATERIAL SUBSTITUTES SHALL NOT EXCEED 50%

B. SLABS/BEAMS SHALL CONTAIN 3 GAL/CY CORROSION INHIBITOR

E. FLY ASH SHALL BE 15% MIN AND PERMITTED UP TO 25% OF CEMENTITIOUS MATERIAL F. GGBS SHALL BE PERMITTED UP TO 50% OF CEMENTITIOUS MATERIAL G. TOTAL OF CEMENTITIOUS MATERIAL SUBSTITUTES SHALL NOT EXCEED 50%

COVER	PROTECTION
3"	UNCOATED
1 1⁄2"	UNCOATED
1 1⁄2" ALL SIDES -	UNCOATED UNCOATED
2" TOP 1 ½" FACE &	EPOXY COATED
BOTTOM -	EPOXY COATED
-	UNCOATED
2" 1"	EPOXY COATED EPOXY COATED
2" FROM TOP	UNCOATED
1 1⁄2"	EPOXY COATED
	COVER 3" 1 ½" 1 ½" ALL SIDES - 2" TOP 1 ½" FACE & BOTTOM - - - - 2" 2" TOP 1 ½" FACE & BOTTOM - - - 2" TOP 1 ½" FACE & BOTTOM - - - - 2" TOP 1 ½" FACE & BOTTOM - - - - - - - - - - - - -

4. PARKING FLOOR SLABS TO HAVE 1 ½% TO 2% SLOPE FOR DRAINAGE

HEAVY-DUTY TRAFIC BEARING MEMBRANE (DECK COATING) OVER STORAGE AREAS & UTILITY ROOMS SILANE SEALER APPLICATION ON ALL HORIZONTAL SURFACES

8. HOT-DIP GALVANIZED OR STAINLESS STEEL CONCRETE ACCESSORIES & MISCELLANEOUS METALS 9. POST-TENSIONING SYSTEM SHALL BE WATER-TIGHT, FULLY ENCAPSULATED TENDONS

KEY NOTES

W/ #3 @ 12" OC EACH WAY OF MILD REINFORCEMENT SE
MBRANE (DECK COATING)
IONED SLAB
TREADS, RISERS, & LANDINGS
IONED BEAM
IONED GIRDER
IONED GIRDER
BER LAGGING W/ CIP CONCRETE FACING WALL

	FOOTING SCHEDULE				
MARK	SIZE	REINFORCEMENT			
F1	3'-8" X 12'-0" X 2'-0"				
F2	10'-0" X 10'-0" X 2'-6"	-			
F3	7'-6" X 7'-6" X 2'-0"				
F4	8'-6" X 8'-6" X 2'-0"	1-1			
F5	9'-6" X 9'-6" X 2'-6"	-			
F6	4'-6" X 4'-6" X 2'-0"	-			
F7	3'-8" X 10'-0" X 2'-0"	-			
F8	6'-0" X 6'-0" X 2'-0"	-			
F9	4'-0" X 4'-0" X 2'-0"	-			
F10	6'-8" X 9'-6" X 2'-0"	-			
F11	3'-8" X 18'-8" X 2'-0"	-			



CAST IN PLACE SCHEME



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DURABILITY REQUIREMENTS

- EXPOSURE.
- 2. CONCRETE PROPERTIES: FOUNDATIONS

 - A. F'c = 4,000 PSI @ 28 DAYS B. WATER/CEMENT RATIO = 0.50

SLAB-ON-GRADE

- A. F'c = 4,500 PSI @ 28 DAYS B. WATER/CEMENT RATIO = 0.45
- C. MAXIMUM WATER-SOLUBLE CHLORIDE ION = 0.30

ELEVATED SLABS/BEAMS, COLUMNS, AND WALLS

- A. F'c = 5,000 PSI @ 28 DAYS
- C. WATER/CEMENT RATIO = 0.40
- D. MAXIMUM WATER SOLUBLE-CHLORIDE ION CONTENT = 0.15

3. CONCRETE REINFORCEMENT: DESCRIPTION FOUNDATIONS WALLS COLUMNS & PILASTERS

- TIES VERTICAL REINFORCEING **BEAMS & GIRDERS (ELEV** STIRRUPS
- TOP REINFORCING FACE REINFORCING BOTTOM REINFORCING

SLABS & STAIRS (ELEVATI TOP REINFORCING BOTTOM REINFORCING SLAB-ON-GRADE ISLANDS, HK PADS, CURBS, MISC. 1 1/2"

- 7. SLAB JOINTS TO BE TOOLED W/SEALANT

SYMB NOTE SLABS S1 5" CIP CONCRETE SLAB-ON-GRADE V PLACED ON 8" COMPACTED SUB-BAS S2 3" CIP CONCRETE BUILT-UP WASH S3 TRAFFIC-RATED FLOOR DRAIN S4 HEAVY-DUTY TRAFFIC BEARING ME S5 6" THICK CIP CONCRETE POST-TENS TOWERS T1 PRECAST OR CIP CONCRETE STAIR BEAMS B1 16" x 34" CIP CONCRETE POST-TENS GIRDERS G1 36" x 36" CIP CONCRETE POST-TENS G2 24" x 36" CIP CONCRETE POST-TENS COLUMNS C1 24" x 24" CIP CONCRETE COLUMN WALLS W1 GALVANIZED SOLDIER PILE AND TIM W2 8" CMU WALL (ABOVE CIP CONCRET REINFORCEMENT (GROUT CORES SO

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	COVER	PROTECTION
	3"	UNCOATED
	1 1/2"	UNCOATED
G	1 1⁄2" ALL SIDES -	UNCOATED UNCOATED
/ATED)	2" TOP 1 ½" FACE &	EPOXY COATED
	BOTTOM -	EPOXY COATED UNCOATED
	-	UNCOATED
ED)	-	
20)	2" 1"	EPOXY COATED EPOXY COATED
	2" FROM TOP	UNCOATED
BS, MISC.	1 1/2"	EPOXY COATED

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E WALL, AS APPLICABLE) W/ #5 @ 24" MILD OLID AT REINF)

CAST IN PLACE SCHEME

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	BOTTOM -	EPOXY COATED UNCOATED
	-	UNCOATED
ED)		
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Village of East Dundee Parking Structure Precast Pricing Drawings East Dundee, IL

SHEET INDEX

AP101	LEVEL 1 ARCHITECTURAL PARKING
AP102	LEVEL 2 ARCHITECTURAL PARKING
S100	FOUNDATION PLAN
S101	LEVEL 1 STRUCTURAL PLAN
S102	LEVEL 2 STRUCTURAL PLAN









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CAR COUNT						
LEVEL	STANDARD	ADA CAR	ADA VAN	TOTAL		
P1	69	3	0	72		
P2	74	1	1	76		
TOTAL	143	4	1	148		





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VATED)		
	2" TOP	EPOXY COATED
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	BOTTOM	EPOXY COATED
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	-	
	-	
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F12	9'-6" X 13'-6" X 2'-0"	-				

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DURABILITY REQUIREMENTS

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S4	HEAVY-DUTY TRAFFIC BEARING MEMBRANE (DECK COATING)
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BS, MISC.	1 1/2"	EPOXY COATED

4. PARKING FLOOR SLABS TO HAVE 1 ½% TO 2% SLOPE FOR DRAINAGE

HEAVY-DUTY TRAFIC BEARING MEMBRANE (DECK COATING) OVER STORAGE AREAS & UTILITY ROOMS 6. SILANE SEALER APPLICATION ON ALL HORIZONTAL SURFACES

8. HOT-DIP GALVANIZED OR STAINLESS STEEL CONCRETE ACCESSORIES & MISCELLANEOUS METALS 9. DOUBLE-TEE FLANGE CONNECTIONS SHALL BE STAINLESS STEEL



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TO THE BEST OF THE ARCHITECTS AND/OR ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES, AND THE APPLICABLE FIRE-SAFETY STANDARDS.

PRELIMINARY THESE DOCUMENTS ARE INCOMPLETE AND NOT FOR REGULATORY APPROVAL,

PERMIT OR CONSTRUCTION.



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PRECAST SCHEME







Q		D		165'-0"	F		G	
	14'-4"	1	8'-0"	24'-0"		24'-0"		18'-0"
1		9'-0"	↓ 7'-6" ↓ 3	0", 21'-0"		21'-0"	3'-0"	15'-0"
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EC! 0!		237'-2"		041.01	
<u> </u>	12'-8"	,24-0"		24-0	7@12'-0"-8 <i>4</i> '-0"
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F		$\hat{\mathbf{D}}$ $\hat{\mathbf{C}}$	B
24'-0"	 18'-0"	14'-4"	22'-6"
6@12'-0"=72'-0"	9'-0" 7'-2"	7'-1" 7'-1" ¹ 3'-8"	27'-4"
	 PRECAST = +20'-6"		

$\mathbf{\tilde{b}}$		4		3)		
. 24	4'-0"	24	237'-2"		56'-9"	
			17@12'-0"=204'-0"			



BRECAST SHOP DRAMINGS FOR BRECAST SHOP DRAMINGS FOR:
ATMI SUBMITTALS
PROJECT MANAGER PROJECT COORDINATOR PROJECT COORDINATOR X0 DATE ORIGINATED: 08/15/2023 JOB NUMBER: PC-23P-292 DRAWN BY: REVIEWED BY: SHEET TITLE PLANS




















	TR STAMP:	960 RIDGEWAY AVENUE - AURORA, ILLINOIS 60506 - 630.896.4679 THIS DRAWING INST NOT BE REPRODUCED OR COFIED IN ANY WAY WITHSTOSCHER WITHOUT THE EXPRESSED WRITTEN CONSENT OF ATMIN PRECAST. THE DRAWING IS TO BE USED ONLY FOR THE PURPOSE FOR WHICH IT IS SUPPLIED AND WUST BE RETURNED ON DEMAND. THE CONTENTS OF THE DRAWING MUST MOREOVER BE TREATED AS STRICTLY CONFIDENTIAL AND MUST NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT THE EXPRESSED WRITTEN CONSENT OF ATMI PRECAST. RETURN OF REDUNED ATMI PRECAST. SONSTITUTES ACCEPTANCE, AND OBLIGATES THE PARTY TO PAY ALL ENGINEERING AND DRAFTING COSTS INCURRED BY ATMI PRECAST.						
PRECAST SHOP DRAWINGS FOR:	EAST DUNDEE PD							
	TMI SUBN	ANAGER						
PROJECT COORDINATOR X0 DATE ORIGINATED: 08/15/2023 JOB NUMBER: PC-23P-292 DRAWN BY: RO REVIEWED BY: SHEET TITLE OVERLAYS								
F	°C 5	501						

	Clien ACORD CERT	t#: 2 [,]	1364 CA		LITY INS	cord URANC		DATE (MI 05/05	M/DD/YYYY) 5/2023
TI C B R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
th ce	PORTANT: If the certificate holder is e terms and conditions of the policy ertificate holder in lieu of such endor	s an A , cert seme	ain po ent(s).	Dicies may require an en	dorsement. A state	ment on this	JBROGATION IS WAIVE certificate does not cor	D, subj ifer rigl	ect to nts to the
PRO KOI	nen Insurance Agency. Inc.					Garza	FAX		
257	0 Beverly Drive				(A/C, No, Ext): 030 03	@konen co	(A/C, No):		
Sui	te 100				ADDRESS: Inclaine				NAIC #
Au	ora, IL 60502				INSURER A : West Bend M	Autual Insurance Co.			15350
INSU	RED				INSURER B :				
	Cordogan Clark & Associ	ates,	Inc.		INSURER C :				
	SOU RIUGEWAY AVENUE				INSURER D :				
1					INSURER E :				
0.01	(554.050				INSURER F :				
CO'	IS IS TO CERTIEV THAT THE DOLLOG			NUMBER:	F REEN ISSUED TO			POLICY	
IN CI E)	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIR PERTA	EMEN AIN, 7	T, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAV	F ANY CONTRACT O D BY THE POLICIES /E BEEN REDUCED	R OTHER DOO DESCRIBED F BY PAID CLAI	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A MS.	TO WH	CH THIS TERMS,
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	GENERAL LIABILITY			A925471	05/06/2023	05/06/2024	EACH OCCURRENCE	\$2,00	0,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00	0,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,00	0
							PERSONAL & ADV INJURY	\$2,00	0,000
							GENERAL AGGREGATE	\$4,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,00	0,000
٨				A025474	05/06/2022	05/06/2024	COMBINED SINGLE LIMIT	» 1 000	000
A				A92047 I	05/06/2023	03/00/2024	(Ea accident) BODILY INJURY (Per person)	\$1,000 \$,000
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE	\$	
	X Drive Oth Car							\$	
Α	X UMBRELLA LIAB X OCCUR			A925471	05/06/2023	05/06/2024	EACH OCCURRENCE	\$5,000	0,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000),000
	DED X RETENTION \$0							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A922363	05/06/2023	05/06/2024	X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000	0,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000	0,000
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000),000
1									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (Attach	ACORD 101, Additional Remarks	Schedule, if more space	is required)			
					•	• /			
CEF	RTIFICATE HOLDER				CANCELLATION				
	Information Purposes	Only	/		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				ED BEFORE VERED IN

Svan V	Constraint
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DATE (MM/DD/YYYY) ACORD CERTIFICATE OF LIABILITY INSURANCE 11/04/2022 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s). CONTACT John Abraham PRODUCER USI Ins Srvcs LLC Euclid-Prof PHONE (A/C, No, Ext): 312 442-7234 FAX (A/C, No): 610 362-8900 2021 Spring Road, Suite 100 E-MAIL ADDRESS: AEcertificates@usi.com Oak Brook, IL 60523 INSURER(S) AFFORDING COVERAGE NAIC # 312 442-7200 INSURER A : Arch Insurance Company 11150 INSURED INSURER B : Louis C. Cordogan, Architect, Inc. INSURER C : d/b/a Cordogan, Clark & Associates, Inc. INSURER D : 960 Ridgeway Ave INSURER E Aurora, IL 60506 INSURER F : COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) INSR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR Ś MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE s PRO-JECT POLICY LOC PRODUCTS - COMP/OP AGG S OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO \$ SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY \$ \$ UMBRELLALIAB EACHOCCURRENCE OCCUR s EXCESS LIAB AGGREGATE CLAIMS-MADE \$ **RETENTION\$** DED ŝ OTH WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PAAEP0134102 11/12/2022 11/12/2023 \$5,000,000 each claim / Professional A \$5,000,000 annual aggr. Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Louis C. Cordogan, Architect, Inc. THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. D/B/A Cordogan, Clark & Associates

AUTHORIZED REPRESENTATIVE

Johnara Charl

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960 Ridgeway Avenue Aurora, Illinois 60506 P: 630.896.4678 F: 630.896.4987

Aurora, Illinois Chicago, Illinois Davenport, Iowa Lafayette, Indiana Sawyer, Michigan St. Louis, Missouri Madrid, Spain

www.cordoganclark.com

COST PROPOSAL

VILLAGE OF EAST DUNDEE

DESIGN-BUILD DOWNTOWN EAST DUNDEE PARKING STRUCTURE

AUGUST 25, 2023





C. COST PROPOSAL

RMIN PARKIN GRI SAMA ALZ-ALT Gates A1-A15 - D Gates Ma eis 4-5 💷

Dallas-Fort Worth International Airport Parking Structure - Dallas-Fort Worth, Texas

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August 25, 2023

Mr. Joseph Heinz, Village Engineer Village of East Dundee 120 Barrington Drive East Dundee, Illinois 60118

Re: Design-Build Proposal for Design/Build Services for a New Downtown Parking Deck

Dear Joseph:

Thank you for inviting Cordogan Clark (CC) to provide a proposal for a new Downtown East Dundee Parking Deck as outlined in the RFP dated June 14, 2023.

Proposed Scope:

Our Design-Build proposal for the new Parking Deck fulfills the objective outlined in the RFP as it pertains to the Criteria. Our Team has provided two prices for either a Cast-in Place Concrete or Pre-cast structures and the Best Value solution, in our opinion, is the Cast-in-Place Concrete solution in first cost, as well as life cycle cost, as noted in the body of our RFP Response related to the Maintenance section outlined in detail in the Appendix.

Proposal Amount & Qualifications:

The Best Value Cast-in Place Concrete Deck cost for the designed deck as depicted in our RFP Response illustrates a 149-parking space, 2 level parking deck is **\$7,191,129**. We have offered an Additive Alternate Allowance of \$45,000 to add EV Chargers to the deck. Additionally, our proposal includes Allowances as noted below for items that our not within our control:

- Utility Relocations Allowance = \$50,000
- Landscaping Allowance = \$15,000
- Underground Utilities Allowance = \$25,000
- Stormwater Detention Allowance = \$15,000

Also, our Proposal identifies items that are the Owner's cost responsibility such as Plat of Surveys, additional geotechnical, Permits, Testing and FF&E (Fixtures, Furniture & Equipment). Additionally, our proposal excludes environmental remediation, undercuts due to poor soils, delay costs for schedule changes that push back the start of construction from our proposed schedule and/or results in construction during the winter, or pushes the procurement out beyond November 2023.

Thank you again for considering Cordogan Clark as your Design-Builder. Should you have any questions, please do not hesitate to contact me at bkronewitter@cordoganclark.com or my cell at 630.209.7525.

Sincerely, Cordogan Clark

Brian Kronewitter, AIA, DBIA Executive Vice President

960 RIDGEWAY AVENUE • AURORA, ILLINOIS 60506 • TEL: 630.896.4678 AURORA, IL • CHICAGO, IL • LAFAYETTE, IN • ST. LOUIS, MO • SAWYER, MI • MADRID, SPAIN

Village of East Dundee Parking Structure - (Cast-in-Place) East Dundee, IL



August 23, 2023

	TOTAL BUILDING SQUARE FOOTAGE:	54,000	SF
Div.	Item	Total	Per/SF
2	Existing Conditions (Building Demolition)	\$165,650	\$3.07
3	Concrete (Footings, Foundations, Interior Slabs)	\$1,889,540	\$34.99
4	Masonry (CMU/Face Brick)	\$859,680	\$15.92
5	Metals (Structural Steel, Joists, Deck)	\$270,100	\$5.00
6	Wood & Plastic (Casework / Cabinets, Blocking, Finished Carpentry)	\$9,200	\$0.17
7	Thermal & Moisture Protection (Insulation, Roofing, Wall Cladding)	\$206,321	\$3.82
8	Openings (Doors, Hardware, Windows, Store Front, Curtain Wall)	\$152,296	\$2.82
9	Finishes (Int. Walls, Flooring, Paint, Finishes)	\$97,413	\$1.80
10	Specialties (Toilet Part/Access, Signs, MB/TP)	\$50,000	\$0.93
12	Furnishings (Cabinetry/Countertops)	\$0	\$0.00
14	Conveying Systems (Elevator)	\$0	\$0.00
21	Fire Protection	\$269,290	\$4.99
22	Plumbing	\$152,800	\$2.83
23	HVAC	\$148,702	\$2.75
26	Electrical (Power, Lighting Infrastructure, Data and Alarms)	\$362,249	\$6.71
31	Earthwork (Excavation, Site Prep, Grading, Shoring, Piles)	\$247,084	\$4.58
32	Exterior Improv. (Flatwork, Paving, Landscaping, Site Lighting)	\$616,478	\$11.42
33	Utilities (Storm, Sanitary, Water)	\$55,000	\$1.02
Sub-1	otal Construction Cost:	\$5,551,803	\$103
Desig	n Contingency and Construction Contingency	\$333,108	6.0%
Sub-1	Total Construction Cost w/ Contingency:	\$5,884,911	
Escal	ation	\$235,396	4.0%
Cons	truction Cost w/ Contingency and Escalation:	\$6,120,307	\$113
Gene	ral Requirements	\$367,218	6.0%
DB Fe	e	\$183,609	3.0%
Bonds	s & Insurance	\$97,925	1.6%
Cons	truction Cost:	\$6,769,059	\$125
SOFT	COSTS/OTHER FEES:		
Desig	n Fees (Architectural/MEP/Structural)	\$201,970	
Other	Fees & Reimbursables	\$220,100	
TOTA	L PROJECT COST:	\$7,191,129	\$133
	COST PER PARKING SPACE:	\$48,20	33
Altern	nates:		
1.0	Charging Stations (2 EA ALLOWANCE)	\$45,000	\$0.83
ΤΟΤΑ	L ALTERNATES:	\$45,000	\$0.83



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	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:31 AM
		Total Parking Spaces	149		-			
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		QTY	U/M	Labor	Material		SF TOTAL
	DIV 2 - DEMOLI	TION						
024113	Site Demolition							
	Sawcutting Adja	cent Roadwork	804	LF		\$35.00	\$28,140	\$0.52
	Misc. Site Demo	lition to prepare	26,926	SF		\$2.00	\$53,852	\$1.00
	I			r	1	Sub Total	\$81,992	\$1.52
024116	Building Demo	lition						
	Protection of Ad	jacent Buildings	26,926	SF		\$1.25	\$33,658	\$0.62
	Misc. Utility Relo	ocates	1	ALLOW		\$50,000.00	\$50,000	\$0.93
						Sub Total	\$83,658	\$1.55
DIV 2 -	DEMOLITIONS	TOTAL		1	T		\$165,650	\$3.07
	DIV 3 - CONCR	ETE						
03300	Cast in Place C	oncrete		0.5		* 1 * * *	<u> </u>	* = ••
	Basement SOG	- 5" w/ 6x6 Mesh (Pumped)	26,926	SF		\$12.00	\$323,112	\$5.98
	Spread Footings		101	CY		\$580.00	\$58,580	\$1.08
	Foundation Wall	S	104	CY		\$650.00	\$67,600	\$1.25
	CIP Stairs/Landi	ngs	2	EA		\$40,000.00	\$80,000	\$1.48
00040				I	T	Sub lotal	\$529,292	\$9.80
03310	Reinforced Cor	crete Structure	00.000	05		\$40.00	\$1,000,110	*••••
	2nd Floor Post-t		26,926			\$48.00	\$1,292,448	\$23.93
	2nd Floor Concr	ete washes	4,520	SF		\$15.00	\$67,800	\$1.26
	CONCRETE TO	TAL				Sub Total	\$1,360,248	\$25.19
DIV 3 -				1	1		\$1,889,540	\$34.99
04200	DIV 4 - MASUN							
04200	8" CMU for Shot	t and Support Pooms	2 1 1 2	SE.		¢20.00	¢62.260	¢1 17
	0 CIVIO IOI SITAI	d Block tower interiors	2,112	OF QE		\$30.00	\$03,300 \$76,800	φ1.17 ¢1.42
	Brick Venoer to	a Block tower Interiors	1,920	OF QE		\$40.00	\$70,000	φ1.42 ¢10.00
	Limestone Base	match surroundings	576			\$30.00	¢393,040 ¢43,200	\$10.99 \$0.80
	Cast Stope Stills	and Arches	652			\$75.00	\$43,200	\$0.00 \$1.00
	Precast Medalio	ne	12			\$90.00	\$24,000	\$1.09
	T Tecast Medallo	113	12		I	Sub Total	\$859 680	\$15.92
	MASONRY TOT	ΔΙ					\$859,680	\$15.92
	DIV 5 - METALS			[Γ		<i>\</i>	ψ10.5 2
05210	Structural Stee							
	Steel Structure f	or towers	1,600	SF		\$80.00	\$128,000	\$2.37
	Steel Frames at	Windows	62	EA		\$350.00	\$21,700	\$0.40
	Misc. Lintels		8	Tons		\$5,300.00	\$42,400	\$0.79
			•			Sub Total	\$192,100	\$3.56
05510	Metal Stairs/La	dders/Railings					· · · · · · · · · · · · · · · · · · ·	10000
	Railings for Ram	ps/Grades	250	LF		\$120.00	\$30.000	\$0.56
05530	Metal Gratings						· · · · · · · ·	1
	Aluminum Gratir	ngs	480	SF		\$100.00	\$48,000	\$0.89
		H			-	Sub Total	\$48,000	\$0.89
DIV 5 -	METALS TOTAL						\$270,100	\$5.00
	DIV 6 - WOODS	, PLASTICS AND COMPOS	ITES					
06110	Rough Carpent	ry						
	Wood Blocking		1,600	SF		\$2.00	\$3,200	\$0.06
	Carpentry Labor		40	HR	\$150.00		\$6,000	\$0.11
						Sub Total	\$9,200	\$0.17
	WOODS TOTAL						COC 01	¢0 47



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:31 AM
		Total Parking Spaces	149		-			-
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		ΟΤΥ	U/M	Labor	Material		SF
						inditornal		TOTAL
07110	DIV 7 - IHERMA	AL AND MOISTURE PROTE	CTION					
07110	Drainage Met		26 520	<u> </u>		¢1 50	¢20.704	¢0.74
	Drainage Mat		20,529	ЗГ	<u> </u>	- ⇒1.30 Sub Total	φ39,794 \$30,794	φ0.74 ¢0.74
07210	TPO Roofing						459,19 4	φ0.7 4
07210	Tower Roofing		1 000	SE		\$24.00	\$24,000	\$0.44
	Parapet Membra	ine	250	SF		\$12.00	\$3,000	\$0.06
	i didpot mombre		200			Sub Total	\$27,000	\$0.50
07240	Exterior Finish	Svstems					+=:,	++++++
	Fiber Cemen So	ffit/Ease	176	LF		\$75.00	\$13.200	\$0.24
	Fiber Cement at	Parapet	1,035	SF		\$24.00	\$24,840	\$0.46
	Faux Rafter Tails	S	22	SF		\$350.00	\$7,700	\$0.14
	•				•	Sub Total	\$45,740	\$0.85
07250	Weather Barrie	rs						
	Vapor Barrier		26,529	SF		\$0.80	\$21,223	\$0.39
						Sub Total	\$21,223	\$0.39
07420	Exterior Metals							
	Metal Copings/F	lashings	160	LF		\$40.00	\$6,400	\$0.12
						Sub Total	\$6,400	\$0.12
07810	Applied Fire Pre	oofing						
	Fire Proof Deck/	Beams	1,000	SF		\$15.00	\$15,000	\$0.28
						Sub Total	\$15,000	\$0.28
07840	Expansion Join	t	440			* 75.00	<u> </u>	* 0 --
	Parking Expansi	on Joints	412			\$75.00	\$30,900	\$0.57
07000	Isint Oselente					Sub lotal	\$30,900	\$0.5 <i>1</i>
07920	Joint Sealants	lking	2 702	15		¢4 E0	¢17.064	¢0.22
	Parking Lot Cau	King	3,792			\$4.30 ¢1.00	<u>ψ17,004</u> \$2,200	\$0.3Z
	Joint Sealants		3,200	ЗГ		≎1.00 Sub Total	\$3,200 \$20,264	\$0.00 \$0.28
DIV 7 -	THERMAL AND	MOISTURE TOTAL				Sub Total	\$20,204	\$3.82
	DIV 8-OPENING	S					Ψ200,021	ψ0.02
08110	Metal Doors an	d Frames						
	Aluminum Entra	nce Doors	4	EA		\$6,000,00	\$24,000	\$0.44
			· · ·			Sub Total	\$24,000	\$0.44
08110	HM Doors						. ,	
	3' x 7" HM Doors	3	6	EA		\$3,800.00	\$22,800	\$0.42
	Misc. Keying Re	quirements	24	EA		\$150.00	\$3,600	\$0.07
	-					Sub Total	\$26,400	\$0.49
08430	Glass & Glazing							
	Spandrel Glass		912	SF		\$58.00	\$52,896	\$0.98
	Tower Windows		700	SF		\$70.00	\$49,000	\$0.91
						Sub Total	\$101,896	\$1.89
DIV 8 -	OPENINGS TOT	AL					\$152,296	\$2.82
09290	Gypsum Soffits							
	Drywall Soffits/N	letal Stud Framing	330	SF		\$25.00	\$8,250	\$0.15
						Sub Total	\$8,250	\$0.15
00040		4	· · · · ·			Sub lotal	\$0	\$0.00
03010	Troffic Costing	ι	1 200	0		ድር በ	¢2.000	¢0.00
	Silono Socior		1,200	5F 6F		€0.2E	\$3,000 \$10,040	\$0.00 \$0.25
1			00.002	J		JU.JJ	J10,040	JU.30



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26.925	SF				10:31 AM
		Total Parking Spaces	149		-			
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		ΟΤΥ	LI/M	Labor	Matorial		SF
CODL	DESCRIPTION			0/14	Labui	Wateria		TOTAL
	-		T	r.	1	Sub Total	\$21,848	\$0.40
09910	Painting						•	
	Interior Painting		53,852	SF		\$1.25	\$67,315	\$1.25
		-				Sub Total	\$67,315	\$1.25
DIV 9 -	FINISHES TOTA		1		1		\$97,413	\$1.80
	DIV 10 - SPECIA	ALTIES						
10140	Signage							
	4-Sided clock		1	LS		\$15,000.00	\$15,000	\$0.28
	Exterior Signage		3	EA		\$10,000.00	\$30,000	\$0.56
	Interior Signage		1	LS		\$5,000.00	\$5,000	\$0.09
DU/ 10						Sub Total	\$50,000	\$0.93
DIV 10	- SPECIALTIES	TOTAL	1		1		\$50,000	\$0.93
12480	Rugs and Mats							
		2024				Sub Total	\$0	\$0.00
DIV 12	- FURNISHINGS						\$0	\$0.00
DIV 14	- CONVEYING T	OTAL	1		1		\$0	\$0.00
	DIV 21 - FIRE S	UPPRESSION						
21130	Fire Suppression	on Sprinkler Systems						
	Dry System		26,929	SF		\$10.00	\$269,290	\$4.99
						Sub Total	\$269,290	\$4.99
DIV 21 -	- FIRE SUPPRES	SION TOTAL	1		1		\$269,290	\$4.99
	DIV 22 - PLUME	BING						
22070	Plumbing Insta	llation				*• • • • • • •	<u> </u>	1 0 10
	Roof and Deck L	Drains	6	EA		\$21,800.00	\$130,800	\$2.42
	Grease/Oil Sepa	irator	1	ΕA		\$22,000.00	\$22,000	\$0.41
						Sub Total	\$152,800	\$2.83
DIV 22	- PLUMBING TO	IAL	1		1		\$152,800	\$2.83
	DIV 23 - HVAC							
23000	HVAC Installation	on		05		*• • • •	<u> </u>	A 4 50
	Garage Exhaust	14	26,929	5F		\$3.00	\$80,787	\$1.50
	Garage CO Mon	ltoring	26,929			\$1.20	\$32,315	\$0.60
	HVAC at lowers	; Deerree	1,000			\$15.00	\$15,000	\$0.28
	Building Support	Rooms	2	EA		\$1,500.00	\$3,000	\$0.06
	Louvers		8	EA		\$2,200.00	\$17,600	\$0.33
						Sub rotal	\$148,702	\$2.75
DIV 23	- HVAC TOTAL	DIC.			1		\$148,702	\$2.75
00000	DIV 26 - ELECT	RIC						
26000	Electrical work		000				¢40.000	¢0.00
	New Service		800			\$60	\$48,000	\$0.89
	Nove Existing P		2			Φ15,000 Φ75.00	\$30,000	\$U.50
	INDVE EXISTING P		237			\$/5.UU	φ1/,//5 ¢46,400	ΦU.33
	Corogo Light Fin	turoo (40 EC)	8 67			\$0,000.00 ¢1.200.00	Φ40,400 ¢00,400	ΦU.80 ¢1.40
	Garage Light FIX		0/			φ1,200.00 ¢500.00	Φο0,400 ¢0.000	Φ1.49 ¢0.45
	Tower/Stairwell I	Lighting	10			Φ5500.00	\$8,000 ¢15,000	Φ0.15 ¢0.20
		Lights	28				\$15,400	\$0.29
			20			Φ0UU.UU	φ10,000 ¢4,500	0.30
	Signage Power		52 950			00.00 ΦΟ ΟΓ	\$4,500 ¢45,774	0.08 ¢0.95
			JJ,852 ∡	SF		CQ.DE	Φ45,774 \$24,000	CO.U¢
						φ∠1,000.00 ¢10,000,00	¢10,000	ΦU.39
1			1 1	LO	1	ພາສ.000.00	219.000	0.35



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:31 AM
		Total Parking Spaces	149		-			
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		QTY	U/M	Labor	Material		SF TOTAL
	Misc. Electrical	Jpgrades for exteriors	1	LS		\$10,000.00	\$10,000	0.19
						Sub Total	\$362,249	\$6.71
DIV 26 -	- ELECTRIC						\$362,249	\$6.71
	DIV 31 - EARTH	IWORK						
31230	Excavation and	Fill						
	Excavation-Build	ding	220	CY		\$150.00	\$33,000	\$0.61
	Excavation-Site		2,992	CY		\$18.00	\$53,856	\$1.00
	Building - Backfi	ll	456	Tons		\$32.00	\$14,592	\$0.27
	Fine Grading		26,926	SF		\$3.00	\$80,778	\$1.50
	Haul Off		642	CY		\$80.00	\$51,360	\$0.95
				1		Sub Total	\$233,586	\$4.33
31250	Erosion Contro	1				.		A C 11
	Stabilization/See	eding	1,200	SY		\$5.00	\$6,000	\$0.11
	Silt Fence		804	LF		\$4.50	\$3,618	\$0.07
	Wash-Out		1	LS		\$1,500.00	\$1,500	\$0.03
	Inlet Protection		(EA		\$250.00	\$1,750	\$0.03
	Tree Protection		420			\$1.50	\$630	\$0.01
DIV 24						Sub Total	\$13,498	\$0.25
DIV 31-			1				\$247,084	\$4.58
224.20	DIV 32 - EXTER							
32120	Apphalt Daving	ia in at atraat	400	ev		00 00	¢22.000	¢0 50
	Asphalt Paving I		400	31		ې00.00 Sub Total	\$32,000	\$0.59 ¢0.59
22140	Unit Davore		1			Sub Total	\$ 52,000	\$0.59
32140	Brick Davors		350	9E		\$25.00	¢8 750	¢0.16
	DIICK Favers		550	51		Sub Total	\$8,750 \$8,750	\$0.10 \$0.16
32160	Curbs Guttors	Sidowalks	1	1			ψ0,730	ψ0.10
02100	Sidewalk w/ Ago		1 871	SF		\$8.00	\$14 968	\$0.28
	Concrete Apron	5	1,996	SF		\$15.00	\$29,940	\$0.55
	Curb And Gutter	w/ Aggregates	268	LF		\$35.00	\$9.380	\$0.17
						Sub Total	\$54,288	\$1.01
32170	Specialties							
	Bollards		12	EA		\$1,200.00	\$14,400	\$0.27
			•	•		Sub Total	\$14,400	\$0.27
32320	Concrete & Ret	aining Walls						
	ERS System		7,416	SF		\$65.00	\$482,040	\$8.93
	Exterior Grade (Change Wall Allowance	1	LS		\$10,000.00	\$10,000	\$0.19
			-	-		Sub Total	\$492,040	\$9.11
32930	Plants							
	Landscaping		1	ALLOW		\$15,000.00	\$15,000	\$0.28
						Sub Total	\$15,000	\$0.28
DIV 32 ·	- SITE IMPROVE	MENTS TOTAL	•	•			\$616,478	\$11.42
	DIV 33 - UTILIT	IES						
33000	Utility Install				ļ			
	Additional Storm	i pickups	2	EA	ļ	\$7,500.00	\$15,000	\$0.28
	Stone Cell for st	orm drainage	1	ALLOW		\$15,000.00	\$15,000	\$0.28
	Utility Allowance	· · · · · · · · · · · · · · · · · · ·	1	ALLOW		\$25,000.00	\$25,000	\$0.46
						Sub I otal	\$55,000	\$1.02
DIV 33 -	- UTILITIES TOT	AL					\$55,000	\$1.02



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:31 AM
		Total Parking Spaces	149		-			
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		ΟΤΥ	11/8/	Labor	Motorial		SF
CODE	DESCRIPTION		QIT	U/IVI	Labor	Material		TOTAL
SUB-TO	DTAL CONSTRU	\$5,551,803	\$103					
DESIGN	N AND CONSTRU	UCTION CONTINGENCY					\$333,108	6.0%
CONSTRUCTION COST W/ CONTINGENCY								\$109
ESCALATION 4.0%								
CONSTRUCTION COST WITH CONTINGENCY AND ESCALATION							\$6,120,307	\$113
CM CO	ST							
GENER	AL REQUIREME	ENTS					\$367,218	6.0%
DB FEE							\$183,609	3.0%
Bonds	& Insurance						\$97,925	1.6%
TOTAL	CONSTRUCTIO	N COST					\$6,769,059	\$125
SOFT C	OSTS							
DESIGN	N FEES (FIXED)						\$201,970	3.3%
SOFT C	OSTS/OTHER F	EES					\$220,100	3.3%
	WGI, Inc					\$180,000		2.66%

WOI , IIIC		φ100,000		2.00 /0
Civil Engineering/Survey		\$40,100		0.59%
Plat of Survey/Record Re	search - By Owner	\$0		0.00%
Soil Borings - By Owner		\$0		0.00%
Permits - By Owner		\$0		0.00%
FF&E - By Owner		\$0		0.00%
TOTAL PROJECT COST			\$7,191,129	\$133

COST PER PARKING SPACE:

\$48,263

Village of East Dundee

East Dun



Alternates:

SOFT COSTS/OTHER FEES:

Other Fees & Reimbursables

TOTAL PROJECT COST:

TOTAL ALTERNATES:

Design Fees (Architectural/MEP/Structural)

1.0 Charging Stations (2 EA ALLOWANCE)

Parkir	ng Structure - (Precast)	CORDOGAN CLARK			
East I August	Dundee, IL	RCHITECTURE - ENGINEERING	 CONSTRUCTION 		
ruguor	TOTAL BUILDING SQUARE FOOTAGE:	54,000	SF		
Div.	Item	Total	Per/SF		
2	Existing Conditions (Building Demolition)	\$165,650	\$3.07		
3	Concrete (Footings, Foundations, Interior Slabs)	\$3,176,714	\$58.83		
4	Masonry (CMU/Face Brick)	\$222,840	\$4.13		
5	Metals (Structural Steel, Joists, Deck)	\$270,100	\$5.00		
6	Wood & Plastic (Casework / Cabinets, Blocking, Finished Carpentry)	\$9,200	\$0.17		
7	Thermal & Moisture Protection (Insulation, Roofing, Wall Cladding)	\$205,046	\$3.80		
8	Openings (Doors, Hardware, Windows, Store Front, Curtain Wall)	\$152,296	\$2.82		
9	Finishes (Int. Walls, Flooring, Paint, Finishes)	\$96,573	\$1.79		
10	Specialties (Toilet Part/Access, Signs, MB/TP)	\$50,000	\$0.93		
12	Furnishings (Cabinetry/Countertops)	\$0	\$0.00		
14	Conveying Systems (Elevator)	\$0	\$0.00		
21	Fire Protection	\$269,290	\$4.99		
22	Plumbing	\$152,800	\$2.83		
23	HVAC	\$148,702	\$2.75		
26	Electrical (Power, Lighting Infrastructure, Data and Alarms)	\$362,249	\$6.71		
31	Earthwork (Excavation, Site Prep, Grading, Shoring, Piles)	\$247,084	\$4.58		
32	Exterior Improv. (Flatwork, Paving, Landscaping, Site Lighting)	\$144,438	\$2.67		
33	Utilities (Storm, Sanitary, Water)	\$55,000	\$1.02		
Sub-	Total Construction Cost:	\$5,727,982	\$106		
Desig	n Contingency and Construction Contingency	\$343,679	6.0%		
Sub-	Total Construction Cost w/ Contingency:	\$6,071,661			
Escal	ation	\$242,866	4.0%		
Cons	truction Cost w/ Contingency and Escalation:	\$6,314,527	\$117		
Gene	ral Requirements	\$378,872	6.0%		
DB Fe	ee	\$189,436	3.0%		
Bond	s & Insurance	\$101,032	1.6%		
Cons	truction Cost:	\$6,983,867	\$129		

COST PER PARKING SPACE:

\$205,222

\$220,100

\$45,000

\$45,000

\$49,726

\$137

\$0.83

\$0.83

\$7,409,189



	221063 - DD1	Lower Level		SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:33 AM
		Total Parking Spaces	149					
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		QTY	U/M	Labor	Material		SF TOTAL
	DIV 2 - DEMOLI	TION						
024113	Site Demolition	1						
	Sawcutting Adja	cent Roadwork	804	LF		\$35.00	\$28,140	\$0.52
	Misc. Site Demo	lition to prepare	26,926	SF		\$2.00	\$53,852	\$1.00
				1	1	Sub Total	\$81,992	\$1.52
024116	Building Demo	lition		05		\$1.05	* 00.050	<u> </u>
	Protection of Ad	jacent Buildings	26,926	SF		\$1.25	\$33,658	\$0.62
	Misc. Utility Relo	ocates (Allowance)	1	ALLOW		\$50,000.00	\$50,000	\$0.93
	DEMOLITIONS					Sub Total	\$83,658	\$1.55
	DEMOLITIONS						\$165,650	\$3.U <i>1</i>
02200	DIV 3 - CONCR							
03300	Cast in Place C	6" w/ 6x6 Mach (Dumpad)	26.026	SE.		¢12.00	¢202.110	¢5.00
	2nd Eloor Proce	st Topping	20,920	OF SE		φ12.00 \$9.00	\$323,112 \$215,109	\$0.90 \$2.00
	Spread Eastings	st ropping	20,920			\$0.00 \$580.00	\$215,400 \$58,580	\$3.99 \$1.08
	Equindation Wall		101			\$500.00	\$50,500	\$1.00
	Fill Metal Pan St	airs/Landings	2	FΔ		\$3,000,00	000,700	\$0.11
	Misc	ans/Landings	1	FA		\$25,000.00	\$25,000	\$0.46
	10100.		•	L/\		Sub Total	\$695,700	\$12.88
03310	Precast Structu	ure from ATMI				ous rotai	<i>\</i>	VI 2.00
	Precast Concret	e Structure/Stairs	26.926	SF		\$55.00	\$1,480,930	\$27.42
	Unfinished Prec	ast Wall panels	7,460	SF		\$20.00	\$149.200	\$2.76
	Exterior Archited	tural Panes Panels	19,788	SF		\$43.00	\$850,884	\$15.76
			-,	1	1	Sub Total	\$2,481,014	\$45.94
DIV 3 -	CONCRETE TO	TAL					\$3,176,714	\$58.83
	DIV 4 - MASON	RY						
04200	Concrete Unit	Masonry						
	8" CMU for Shaf	t and Support Rooms	2,112	SF		\$30.00	\$63,360	\$1.17
	Upgraded Glaze	d Block tower interiors	1,920	SF		\$40.00	\$76,800	\$1.42
	Cast Stone Stills	s and Arches set	652	LF		\$90.00	\$58,680	\$1.09
	Precast Medalio	ns set in Precast	12	EA		\$2,000.00	\$24,000	\$0.44
						Sub Total	\$222,840	\$4.13
DIV 4 -	MASONRY 101	AL					\$222,840	\$4.13
05040	DIV 5 - METALS	5						
05210	Structural Stee		1 000	05		* 00.00	¢400.000	<u> </u>
	Steel Structure I	or towers	1,600			\$80.00	\$128,000	\$2.37
	Steel Frames at	windows	02	EA		\$350.00	\$21,700	\$0.40
	MISC. LINIEIS		8	Tons	<u> </u>	\$5,300.00 Sub Total	\$42,400	\$0.79
05510	Motal Stairs/La	ddors/Pailings		[[Sub Total	\$192,100	\$3.30
03310	Railings for Ran	uuers/Rainigs	250	IE		\$120.00	\$30,000	\$0.56
05530	Metal Gratinge		200			ψ120.00	φ30,000	ψ0.00
00000	Aluminum Gratir	ngs	480	SE		\$100.00	\$48,000	\$0.89
			-100		1	Sub Total	\$48,000	\$0.89
DIV 5 -	METALS TOTAL						\$270.100	\$5.00
	DIV 6 - WOODS	, PLASTICS AND COMPOS	ITES					
06110	Rough Carpent	ry	-					
	Wood Blocking	-	1,600	SF		\$2.00	\$3,200	\$0.06
	Carpentry Labor		40	HR	\$150.00		\$6,000	\$0.11
				-	-	Sub Total	\$9,200	\$0.17



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:33 AM
		Total Parking Spaces	149					
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		QTY	U/M	Labor	Material		SF TOTAL
DIV 6 -	WOODS TOTAL						\$9.200	\$0.17
	DIV 7 - THERM	AL AND MOISTURE PROTE	CTION				,	
07110	Damp proofing							
	Drainage Mat		26 529	SF		\$1.50	\$39 794	\$0.74
	Brainage mat		20,020			Sub Total	\$39 794	\$0.74
07210	TPO Roofing				1	ous ioui	\$60 ,104	WOIL
0/2/0	Tower Roofing		1 000	SF		\$24.00	\$24,000	\$0.44
	Parapet Membra	ane	250	SF		\$12.00	\$3,000	\$0.06
	r drupet membre		200		<u> </u>	Sub Total	\$27,000	\$0.50
07240	Exterior Finish	Systems			[ψ21,000	ψ0.00
07240	Eiber Cemen So	fit/Fase	176	IE		\$75.00	\$13,200	\$0.24
	Fiber Cement at	Paranet	1 035	SE		\$24.00	\$24,840	\$0.46
	Four Poffer Tail		1,000	SE		\$350.00	<u>ψ24,040</u> ¢7,700	\$0.40 \$0.14
		5	22	51	<u> </u>	Sub Total	\$7,700 \$45,740	\$0.14 \$0.95
07250	Weather Barrie	7 0	1		<u> </u>		\$45,740	\$0.05
07250	Vopor Barrior	15	26 520	SE.		09.02	¢01 002	¢0.20
			20,529	JF		ο.00 Sub Total	\$21,223 \$21,223	\$0.39 ¢0.20
07420	Extorior Motals				<u>г</u>		φ21,223	φ0.33
0/420	Metal Conings/E	lashings	160			\$40.00	\$6.400	¢0 12
		lasilings	100	LI		Sub Total	\$6,400 \$6,400	\$0.12 \$0.12
07810	Applied Fire Pr	oofing			<u>г</u>		\$0,400	φ 0.1 Ζ
0/010	Fire Proof Deck	Beams	1 000	SE		\$15.00	\$15,000	\$0.28
	The Floor Deck	Deallis	1,000	51	II	Sub Total	\$15,000	\$0.20 \$0.28
07840	Expansion Join	. +			<u>г</u>		\$15,000	φ 0.2 0
07040	Parking Expansi	n loints	237			¢125.00	\$20,625	¢0.55
		on joints	237			Sub Total	\$29,025	\$0.55 \$0.55
07920	Loint Soalante				<u>г</u>		φ29,023	φ0.55
07920	Parking Lot Cau	Iking	3 702			¢4 50	\$17.064	¢0 32
	Loint Sealants	iking	3,792			\$4.30 \$1.00	φ17,004 \$3,200	\$0.5Z
	Juint Sealants		3,200	JF		φ1.00 Sub Total	φ3,200 \$20.264	\$0.00 ¢0.29
						Sub Total	\$20,204	\$2.20
					<u> </u>		φ 20 3,040	φ 3.0 0
08110	Metal Doors an	d Frames						
00110	Aluminum Entra	nce Doors	4	FΔ		00 000 32	\$24,000	\$0.44
			<u>ب</u> ۲			Sub Total	\$24,000 \$24,000	\$0.44
08110	HM Doors				[ψ24,000	ψυ
00110	3' v 7" HM Doors		6	F۵		\$3,800,00	\$22,800	\$0.42
	Misc Keying Re	quirements	24			\$3,000.00	<u>ψ22,000</u> \$3,600	\$0.4Z
	TWISC. Reying Re	quiternerits	24		<u> </u>	Sub Total	\$3,000 \$26,400	\$0.07 \$0.07
08430	Glass & Glazin	2			<u>г</u>		φ 20, 400	φ 0. 4 3
00430	Spandrel Glass	9	012	SE		\$58.00	\$52,806	\$0.02
	Tower Windows		700	SE		\$70.00	\$49,000	\$0.30
			,00	51		Sub Total	\$101.896	\$1.80
DIV 8	OPENINGS TOT	AL					\$152,296	\$2.82
09290	Gypsum Soffite						<i><i><i>φ</i>102,230</i></i>	
00100	Drywall Soffite/M	Ietal Stud Framing	330	SF		\$25.00	\$8 250	\$0.15
				51	I	Sub Total	\$8 250	\$0.15
09610	Floor Treatmen	t					<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	<i>\\</i> 0.13
	Silene Sealer	-	53 852	SF		\$0.35	\$18 848	\$0.35
<u> </u>	Traffic Coating		1.200	SF		\$1.80	\$2,160	\$0.04
					-			



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:33 AM
		Total Parking Spaces	149					
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		QTY	U/M	Labor	Material		SF TOTAL
	-					Sub Total	\$21,008	\$0.39
09910	Painting					<u> </u>		
	Interior Painting		53,852	SF		\$1.25	\$67,315	\$1.25
						Sub Total	\$67,315	\$1.25
DIV 9 -	FINISHES TOTA						\$96,573	\$1.79
10110	DIV 10 - SPECIA	ALTIES						
10140	Signage			1.0		# 45 000 00		<u> </u>
	4-Sided clock		1			\$15,000.00	\$15,000	\$0.28
	Exterior Signage		3	EA		\$10,000.00	\$30,000	\$0.56
	Interior Signage		1	LS	ļ	\$5,000.00	\$5,000	\$0.09
						Sub Total	\$50,000	\$0.93
	- SPECIAL HES	IUIAL					\$50,000	\$0.93
12480	Rugs and Mats					Cub Total		<u> </u>
DIV 42	FUDNIEUINCE	ΤΟΤΑΙ				Sub Total	\$0	\$0.00
							\$U	\$0.00
							\$0	\$0.00
24420	DIV 21 - FIRE S	UPPRESSION						
21130	Fire Suppressio	on Sprinkler Systems	26.020	00		¢10.00	¢260,200	¢4.00
	Dry System		20,929	эг		\$10.00 Sub Total	\$209,290	\$4.99 \$4.00
						Sub Total	\$269,290	\$4.99 ¢4.00
							\$269,290	 \$4.99
22070	DIV 22 - PLOWE	llation						
22070	Pluilibility liista		6			\$21,800,00	¢130.800	¢0 /10
			0			\$21,800.00	\$130,800 \$22,000	ወረ.42 ድር <i>1</i> 1
	Glease/Oil Sepa		1			Sub Total	\$22,000 \$152,800	\$2.83
DIV 22		ΤΔΙ					\$152,000	\$2.03
							φ13 2 ,000	ψ2.05
23000	HVAC Installation	on						
20000	Garage Exhaust		26 929	SF		\$3.00	\$80 787	\$1.50
	Garage CO Mon	itoring	26,929	IF		\$1.00	\$32,315	\$0.60
	HVAC at Towers	3	1 000	SF		\$15.00	\$15,000	\$0.28
	Building Support	Rooms	2	FA	_	\$1,500,00	\$3,000	\$0.06
	Louvers		8	EA		\$2,200.00	\$17,600	\$0.33
			-		1	Sub Total	\$148,702	\$2.75
DIV 23 -	- HVAC TOTAL						\$148,702	\$2.75
	DIV 26 - ELECT	RIC						
26000	Electrical Work							
	New Service		800	AMP		\$60	\$48,000	\$0.89
	Move Existing P	oles	2	EA		\$15,000	\$30,000	\$0.56
	Move Existing P	ower Line	237	LF		\$75.00	\$17,775	\$0.33
	Upper Deck Pole	e Lighting	8	EA		\$5,800.00	\$46,400	\$0.86
	Garage Light Fix	tures (40 FC)	67	EA		\$1,200.00	\$80,400	\$1.49
	Tower/Stairwell	Lighting	16	EA		\$500.00	\$8,000	\$0.15
	Exit/Emergency	Lights	28	EA		\$550.00	\$15,400	\$0.29
	Exterior Lights		20	EA		\$800.00	\$16,000	0.30
	Signage Power		3	EA		\$1,500.00	\$4,500	0.08
	Fire Alarm		53,852	SF		\$0.85	\$45,774	\$0.85
	Access Control		1	LS		\$21,000.00	\$21,000	\$0.39
	CCTV		1	LS		\$19,000.00	\$19,000	0.35



	221063 - 001	l ower Level		SE		[8/24/23
DATE .	8/23/2023	First Floor Level	26 925	SE				10·33 ΔM
DATE.	0/20/2020	Total Parking Spaces	140	01				10.007.00
BV.	RRS	Second Floor Level	26 926	SE				
51.	1110	TOTAL SF	54,000	SF				
CODE	DESCRIPTION		QTY	U/M	Labor	Material		SF
	Mice Electrical	Ingradaa far avtariara	1			¢10,000,00	¢10.000	TOTAL
	IVISC. Electrical	opgrades for extentors	<u> </u>	L3		Sub Total	\$362 249	\$6 71
DIV 26	- ELECTRIC					Cub Fotal	\$362,249	\$6.71
	DIV 31 - EARTH	WORK	Γ				4002 , 2 10	ψ 0 .111
31230	Excavation and	Fill						
0.200	Excavation-Build	lina	220	CY		\$150.00	\$33,000	\$0.61
	Excavation-Site		2.992	CY		\$18.00	\$53.856	\$1.00
	Building - Backfi	I	456	Tons		\$32.00	\$14,592	\$0.27
	Fine Grading		26.926	SF		\$3.00	\$80,778	\$1.50
	Haul Off		642	CY		\$80.00	\$51,360	\$0.95
			<u> </u>			Sub Total	\$233,586	\$4.33
31250	Erosion Contro	1					+===;===	+
	Stabilization/See	eding	1.200	SY		\$5.00	\$6.000	\$0.11
	Silt Fence	5	804	LF		\$4.50	\$3.618	\$0.07
	Wash-Out		1	LS		\$1,500.00	\$1,500	\$0.03
	Inlet Protection		7	EA		\$250.00	\$1,750	\$0.03
	Tree Protection		420	LF		\$1.50	\$630	\$0.01
						Sub Total	\$13,498	\$0.25
DIV 31-	EARTHWORK						\$247,084	\$4.58
	DIV 32 - EXTER	IOR IMPROVEMENTS						
32120	Flexible Paving							
	Asphalt Paving t	ie-in at street	400	SY		\$80.00	\$32,000	\$0.59
						Sub Total	\$32,000	\$0.59
32140	Unit Pavers							
	Brick Pavers		350	SF		\$25.00	\$8,750	\$0.16
						Sub Total	\$8,750	\$0.16
32160	Curbs, Gutters,	Sidewalks						
	Sidewalk w/ Agg	regates	1,871	SF		\$8.00	\$14,968	\$0.28
	Concrete Aprons	6	1,996	SF		\$15.00	\$29,940	\$0.55
	Curb And Gutter	w/ Aggregates	268	LF		\$35.00	\$9,380	\$0.17
	-		T		-	Sub Total	\$54,288	\$1.01
32170	Specialties							
	Bollards		12	EA		\$1,200.00	\$14,400	\$0.27
			T	1		Sub Total	\$14,400	\$0.27
32320	Concrete & Ret	aining Walls				* • -- ••	* 100 0 10	<u> </u>
	ERS System		7,416	SF		\$65.00	\$482,040	\$8.93
	Exterior Grade C	Change Wall Allowance	1	LS		\$20,000.00	\$20,000	\$0.37
			r			Sub lotal	\$20,000	\$0.37
32930	Plants					#4F 000 00	¢45.000	#0.00
	Landscaping		1	ALLOW		\$15,000.00	\$15,000	\$0.28
		MENTS TOTAL				Sub Total	\$15,000	\$0.28
DIV 32			T				\$144,438	\$2.67
22000		23	<u> </u>					
33000		niekupa				¢7 500 00	¢15.000	¢0.00
	Stope Call for at	r pickups	2			φ1,000.00 \$15.000.00	\$15,000 \$15,000	Φ0.20
	Stone Cell Ior St					\$15,000.00 \$25,000.00	\$15,000 \$25,000	Φ0.46
	ounty Anowance		<u> </u>	ALLOW		φ20,000.00 Sub Total	φ25,000 \$EE 000	ΦU.40
	. LITH ITIES TOT						\$55,000	\$1.0Z
BIT 33								$- \psi 1.02$



	221063 - DD1	Lower Level	-	SF				8/24/23
DATE:	8/23/2023	First Floor Level	26,925	SF				10:33 AM
		Total Parking Spaces	149					
BY:	RRS	Second Floor Level	26,926	SF				
		TOTAL SF	54,000	SF				
CODE	DESCRIPTION		OTV	11/8/	Labor	Motorial		SF
CODE	DESCRIPTION		QIT	U/IVI	Lapor	Material		TOTAL
SUB-TO	OTAL CONSTRU	CTION COST			54,000	SF	\$5,727,982	\$106
DESIG	N AND CONSTR	UCTION CONTINGENCY					\$343,679	6.0%
CONSTRUCTION COST W/ CONTINGENCY								\$112
ESCALATION 4.0%								
CONSTRUCTION COST WITH CONTINGENCY AND ESCALATION								\$117
CM CO	ST							
GENERAL REQUIREMENTS							\$378,872	6.0%
DB FEE							\$189,436	3.0%
Bonds	& Insurance						\$101,032	1.6%
TOTAL	CONSTRUCTIO	N COST					\$6,983,867	\$129
SOFT C	COSTS							
DESIGN FEES (FIXED)							\$205,222	3.25%
SOFT C	COSTS/OTHER F	EES					\$220,100	3.2%
	WGI, Inc					\$180,000		2.58%
	Civil Engineeri					\$40 100		0.57%

Civil Engineering/Survey	\$40,100		0.57%
Plat of Survey/Record Research - By Owner	\$0		0.00%
Soil Borings - By Owner	\$0		0.00%
Permits - By Owner	\$0		0.00%
FF&E - By Owner	\$0		0.00%
TOTAL PROJECT COST		\$7,409,189	\$137

COST PER PARKING SPACE:

\$49,726



960 Ridgeway Avenue Aurora, Illinois 60506 P: 630.896.4678 F: 630.896.4987

Aurora, Illinois Chicago, Illinois Davenport, Iowa Lafayette, Indiana Sawyer, Michigan St. Louis, Missouri Madrid, Spain

www.cordoganclark.com



August 25, 2023

Mr. Joseph Heinz Village of Dundee 120 Barrington Avenue East Dundee, IL 60118

Dear Mr. Heinz

The McHugh Desman team is excited to present our qualifications for the new state-of-the-art 2-level East Dundee Parking Structure. Our team possesses a combined 175 years of design and construction experience and we have amassed a 20-year history of building exceptional quality parking structures together. Our successes working on such projects as the University of Chicago Parking Structure at 61st and Drexel and the highly sustainable 31st Street Harbor Parking Garage – both award winning projects - demonstrate how we will work as a team to provide the highest quality design-build services for the East Dundee Parking Structure.

We have taken great care to incorporate both the history and color scheme of East Dundee into our design. We see this as an opportunity to celebrate the village and allow the new parking structure to be a catalyst for activity downtown with our base concept providing 163 stalls and alternate at 187. Additionally, our construction project executive, Andy Totten, lives only a couple miles away from the project site and has a strong familiarity with the community and area.

The McHugh Desman team will be legally represented in all negotiations by Steve Wiley, Senior Vice President of McHugh. He will be authorized to sign any contract that may result from the submission. His contact information is as follows:

Steve Wiley, Senior Vice President, McHugh 1737 South Michigan Avenue, Chicago, IL 60616 P: 773.456.4050 / F: 312.431.0939 / E: swiley@mchugh.com

The McHugh Desman team has received all addenda.

We sincerely appreciate the opportunity to submit our proposal for design-build services for the Downtown East Dundee Parking Structure. Both McHugh and Desman, and the team members presented in our proposal are committed to this project. While we have endeavored to be as complete and concise as possible, any questions regarding our proposal can be directed to our attention and we will respond as quickly as possible to any requests. Thank you for your consideration and we look forward to working with you on this project.

Best Regards,

Steve Wiley

Senior Vice President, McHugh



125+ years in business





80%

repeat business

80% LEED/Sustainable projects





\$600 MILLION Bonding Capacity 18 YEAR Relationship with TRAVELERS

We have the ability and resources to self-perform cast-inplace concrete and rebar placement, carpentry, drywall/ acoustical ceilings, minor excavation and general conditions.

McHUGH

Corporate Headquarters 1737 S. Michigan Ave. Chicago, IL 60616 P (312) 986-8000 F (312) 431-0939

James McHugh Construction Co. is the premier builder of landmark, one-of-a-kind structures in Chicago and across the Midwest. Specializing in high-rise concrete construction, residential buildings of all sizes,



historic restoration, special use projects, and infrastructure works, McHugh serves clients in both the public and private sectors, delivering a seamless and positive project experience driven by excellence and innovation.

Since its founding 1897, McHugh has constructed some of Chicago's most complex and recognizable structures, including Marina City, Aqua Tower, Blackstone Hotel, Trump Tower, and Navy Pier's Centennial Wheel. McHugh's work has improved Chicago's infrastructure and redefined its iconic skyline.

McHugh has earned a reputation for leadership and innovation in general contracting. The company is known for its unwavering commitment to clients, its ability to deliver exceptional results on time and within budget, its dedication to growing and developing partnerships with subcontractors, and its steadfast pursuit of building stronger communities in the markets in which it operates.

Privately owned by the McHugh family, decision making for this project will be the responsibility of Steve Wiley, Senior Vice President and Andy Totten, AIA, Project Executive, who are accessible to the Owner at any time. A distinguishing characteristic of the way that our field supervision is performed is that the proposed McHugh project managers and superintendents are empowered with the authority to make immediate decisions regarding their project onsite. This empowerment assures the client that the project staff on the site has complete control of the project. The designated supervision team will be comprised of personnel who offer extensive relevant experience.



McHugh has put in place over 20 standalone parking facilities comprising 22,000 parking spaces and over 8 million square

feet. Additionally, virtually every residential building we have constructed in the last 25 years has included a parking garage component which brings our total number of parking spaces to 45,000.

DESIGN-BUILD TEAM



"At DESMAN we love what we do. It's not work; it's fulfilling our passion to collaborate on great projects that make a difference in the communities in which we live & work."

- Stephen J. Rebora, President

DESMAN/McHUGH

- Malcolm X College & School of Health Sciences
- Northeastern University
- 31st Street Harbor
- University of Chicago 61st & Drexel
- Washington & Franklin Self-Park

DESMAN

50 Years Delivering Parking Solutions

Architects Engineers Planners Parking Consultants Restoration Green Parking

DESMAN is a leading firm specializing in the planning, design, and restoration of cost-efficient and aesthetically pleasing parking facilities within the United States and around the world. Our firm was founded in 1973 as an abbreviation for Design Management with the vision to combine creativity with innovation and sound design principles. Since the firm's inception, DESMAN has provided planning and design services for over 5,000 parking and transportation projects including more than 300 Design-Build projects, which required close coordination with Owners and Contractors, and in many instances have enabled construction to proceed on a "fast-track" schedule prior to the completion of final working drawings. This experience gives our firm the ability to quickly recognize the best approach for successful design-build solutions. DESMAN is an employee owned corporation with strong financial stability with 9 offices nationwide including an office in downtown Chicago.

PARKING SERVICES

- · Parking Consultant
- Functional Design
- Architecture
 - Structural Engineering
 - · Adaptive Reuse
 - **Restoration Engineering**
 - Parking Supply + Demand
 - **Operations Consulting**
 - Traffic/Transportation Eng.
 - Master Planning
 - Revenue Control Consulting
 - Site Evaluation
 - Financial Feasibility Analysis



INDUSTRY EXPERTISE

The principals of Desman have an average of over 25 years' experience and are active members of numerous parking and planning-related industry organizations such as the Institute of Certified Planners (AICP), the Institute of transportation Engineers, the National Parking Association (NPA) and the International Parking & Mobility Institute (IPMI).





PRINCIPAL - SPM

Brian Johnson Project Involvement: 15%



SENIOR PM

Jana Bryant Project Involvement: 20%



SENIOR PM

Dwight Trostle Project Involvement: 65%

PEG is a full service engineering and surveying firm. This allows us to provide a very streamline quality from the initial planning though the final stages of construc2on and project close-out. Some of our general scope of services are below:

- Due Diligence & Feasibility Studies
- Master Planning
- Owner's Representation
- Master Planning
- Landscape Design
- Drainage / Stormwater / Floodplain Studies

CONTACTS

Brian D. Johnson, P.E., CPESC Principal - PINNACLE 847.551.5300 / 224.802.2723 / brian.johnson@pinnacle-engr.com

- Grading & Utility Design ALTA & Topographic Surveys
 - Survey Platting
 - **Construction Staking**
 - Construction Inspection / Resident Engineer
 - Best Management Design (BMP)

Dwight A Trostle, P.E. LEED AP Senior Project Manager - PINNACLE (224) 802-2723 / datrostle@pinnacle-engr.com







SVP ESTIMATING & PRECONSTRUCTION

Steve Wiley, SVP Design Phase: 25% Construction Phase: 20%



PROJECT EXECUTIVE

Andy Totten, AIA, Vice President Design Phase: 20% Construction Phase: 15%



SENIOR ESTIMATOR

Mike Spanos, Senior Estimator Design Phase: 25% Construction Phase: 25%

ESTIMATING TEAM



PM / SUPERINTENDENT

Jason Balamut Design Phase: 25% Construction Phase: 100%

QA/QC Manager & Staff

TBD As needed

DESMAN



PRINCIPAL/ DESIGN SPECIALIST

Steve Rebora, R.A. Design Phase: 45% Construction Phase: 45%



PARKING CONSULTANT

Pier Panicali, R.A., S.E. Design Phase: 25% Construction Phase: 25%

STRUCTURAL ENGINEER

Yury Swetin, S.E., P.E. Design Phase: 65% Construction Phase: 65%



PROJECT MANAGER

Jeffery Henriksen, R.A., NCARB Design Phase: 65% Construction Phase: 65%



JOB CAPTAIN

Maria Berglund-Taylor Design Phase: 65% Construction Phase: 65%

PRIMARY CONTACTS

Steve Wiley, Senior Vice President McHUGH 773.456.4050 / swiley@mchugh.com Andy Totten, AIA, Vice President McHUGH 312.446.2377 / atotten@mchugh.com Steve Rebora, President DESMAN 312.263.8400 / srebora@desman.com

MUNSTER COMMUNITY HOSPITAL PARKING EXPANSION & HELIPAD Munster, IN

Completion Date Fall 2024

Construction Budget \$10,000,000

Services Parking Consultant Architect/Engineer of Record



DESMAN

Serving employees, staff and visitors for the Munster Community Hospital, the Parking Facility was an existing 3 supported level stand-alone cast-in-place post-tensioned concrete ramp access open parking facility for the hospital campus, originally designed by DESMAN and constructed around 2000. The existing garage housed 531 cars in 4 levels (3 supported). The existing garage also contained a helipad for emergency services for the hospital. Due to lack of parking at the existing campus, and because the structure was originally designed to carry 2 future levels, the hospital approached DESMAN to design a 2-level addition, which included the helipad component above on the roof level. The existing and new facade are textured precast concrete panels, which matches the existing campus structures and the elevator and stair towers have glass curtain walls to give open views into the tower component.

The key criteria to incorporate into the garage program included the following items, as feasible:

- 2-level addition to an existing 4-level parking facility,
 - additional 351 spaces to an existing 532 vehicle parking for total of 882 cars
- single helix design providing two-way traffic
- including construction of a 6th level rooftop helipad to replace existing one located on the 4th level.



NEXT APARTMENTS GARAGE

Chicago, IL

Completion Date

Construction Budget \$53M for entire building

Services General Contractor Concrete Services

McHUGH *Design-Build MEP System

The 28-story, 390,000 sf apartment tower includes four levels of structured parking. The garage area totals approximately 90,000 square feet and offers 187 spaces.

Design-build was used for the structural components and

MEP systems.







HINSDALE MIDDLE SCHOOL PARKING DECK Hinsdale, IL

Completion Date May 2018

Original Construction Budget: \$6,800,000

Actual Construction Cost \$6,500,000

DESMAN

*Design-Build

The Village of Hinsdale hired the Design Build team of Wight/DESMAN to design and construct a 300 car parking structure on 2 levels. This parking structure is two levels high with a portion being subterranean. The upper level will be dedicated to parking for faculty and guests of the middle school. Whilst the lower level will be used for infrastructure parking for the public and the downtown activities. Both levels will be used for event parking. The building materials have taken cues from the design of the new middle school building.



The key criteria to incorporate into the garage program included the following items, as feasible:

- 130,000 SF of active use at the below and above grade-level,
- maximize the number of parking spaces that can fit in a two-story garage, and
- actual construction costs were below the original budget.

*Design-Build Structural System

AQUA TOWER GARAGE Chicago, IL

Completion Date

Construction Budget: \$40.5M (garage only)

Services General Contractor Concrete Services

McHUGH

Aqua's uniquely shaped garage consists of five levels with an entry/exit and a garage lobby located on each level. The 532,000 sf parking structure is fully enclosed and ventilated, and also includes a dry fire sprinkler system. Design-build was used for the structural system.

Constructed of cast in place concrete, the post tension garage was logistically challenging due to its location. McHugh's team had to work above old tunnels and shipping canals from the 1800's along with 1,100 feet of freight tunnel.

With 978 public parking spaces and 310 private spaces, environmentally friendly electrical plug-ins were also installed for electric cars. The garage is part of an 82-story, mixed-use tower that includes a 225-suite hotel, 750 residential units, both condominium and rental apartments, office space, and retail.

Awards include the 2008 American Architecture Award, Chicago Anthenaeum Museum of Architecture and Design and the 2009 Emporis Skyscraper Award - Gold.





MCHUGH | DESMAN

MALCOLM X COLLEGE AND SCHOOL OF HEALTH SCIENCES Chicago, IL

Completion Date January 2015

Construction Cost \$28,600,000

Services

Architect / Structural Engineer of Record and Parking Consultant General Contractor Concrete Services



DESMAN / McHugh

6 level facility with parking for 1260 cars within a single-helix design providing two-way traffic flow and 90-degree parking. Generous bicycle parking areas were provided on the ground level within the garage.

Serving an all-new college campus, the Malcolm X College Parking Facility is a stand-alone ramp access open facility supporting staff and student parking for an all-new urban college campus. The garage houses approximately 1260 cars in 3 to 6 levels and is designed for a future 7th level and horizontal expansion to accommodate up to 2000 cars. The facility will also accommodate employee parking for a nearby stadium. Due to the anticipated peak traffic volumes and the nature of the various user groups, three vehicular entry/ exits have been provided to allow for a configurable access to/from three separate city streets.

To harmonize with building heights in the adjacent neighborhood and to maintain better street views to the rest of the campus, the massing of the four-bay parking structure will step back from the street by maintaining three levels at the two bays closest to the street and six tiers for the next two bays. The parking facility design will also incorporate varietal facades to screen the parking areas with materials matching the other campus buildings. To contribute to LEED goals for the campus, the garage will contribute locations of preferred parking for bicycles and fuel-efficient vehicles, and special concrete mix designs to reduce the heat island effect.



MCHUGH | DESMAN

SPRINGFIELD DOWNTOWN PARKING GARAGE Springfield, OH

Completion Date May 2020

Construction Cost \$5,500,000

Services

Architect, Parking Consultant and Structural Engineer of Record



DESMAN

The Springfield Downtown Garage has been designed to provide needed infrastructure parking for downtown retail, office users and adjacent event. The facility is a structured parking facility is a three-bay wide, cast-in-place post-tensioned concrete parking structure containing approximately 270 cars on 3 levels. Amenities include 3,000 sf of retail.

The parking facility incorporates a single helix design with 90-degree parking and two-way traffic in the three bays. Much attention was given to the extreme grade changes on the site, which DESMAN utilized to give multiple access points for vehicles and pedestrians. Safety features include glazed stair towers, emergency phones on each level and open stair and elevator lobbies. The deck in envisioned to provide support for the adjacent out door park area that will host events. Public restrooms have been provided to support these types of events. The exterior has been modeled to reflect the character and charm of the downtown area. Red brick and cast stone features as contextual features.

The key criteria to incorporate into the garage program included the following items, as feasible:

- Secured 270 vehicle garage over 3 levels,
- additional 3,000 SF of retail space below the garage, and
- multiple safe access points for vehicles and pedestrians for downtown traffic.



MCHUGH | DESMAN

31ST STREET HARBOR GARAGE Chicago, IL

Completion Date 2010

Construction Cost \$54.2M (entire project cost)

Services

Parking Consultant General Contractor Concrete Services



DESMAN / McHugh

The 31st Street Harbor is one of the largest harbors built on the Chicago lake front in last 50 years. The project included the construction of a new marina with 1,000 boat slips ranging from 30' to 80' in length; a public access boat launch ramp; a harbor facility with a boat supply store and Harbor Master's office; and a large parking garage with 213 spaces that provides covered boat storage during the off season.

The cast-in-place concrete garage was built into the ground and is covered by an extensive green roof space that is part of the nearly four acres of park space. A new play area connects the green roof area to the existing beach replacing a smaller, outdated playground.

The project is LEED Gold level certified.

AWARDS

- SustainABILITY Leadership Award-Citation of Merit (2012), AIA Chicago
- Best Project 2012, Landscape/Hardscape/Urban Development, ENR Midwest
- Award for Engineering Excellence, Illinois Society of Professional Engineering-Chicago Chapter
- Fabien Cousteau Blue Award for world's most energy efficient and green marina, International Superyacht Society
- Patron of the Year nomination, Chicago Architecture Foundation
- Citation of Merit in Design Excellence, AIA Chicago



DESIGN-BUILD UNDERSTANDING + APPROACH



UNDERSTANDING AND APPROACH

A downtown community project as proposed of this magnitude requires an VOED/design-build team partnership that will bring thoughtfulness, collaboration, innovation, and unparalleled community experience. We share your conviction and strongly believe that good design has the power to inspire human behavior, uplift lives, and strengthen the spirit of a community. The vibrant spirt that exists today on North River Street is important to maintain.

We promise a collaborative process that encourages our team of professionals to research alternatives, share knowledge, and imagine new ways to solve the challenges of the everevolving downtown services needed and the parking and mobility environment within the area. This starts with an interactive approach that includes all project stakeholders and focuses on listening and responding to your aspirations for the project. It is only a successful project if your goals and objectives are met.

Design-build streamlines project delivery through a single contract between the Village of East Dundee and the design-build team. This simple but fundamental difference transforms the relationship between designers and builders into an alliance which fosters greater collaboration and teamwork.

Through this collaboration we believe that the most important phase of any design-build project happens long before the shovel hits the ground and the most important component of any project is the collaboration and effective communication amongst all stakeholders. We fully expect to work with the Village's stakeholders from concept through completion of this project as identified in the RFP. We have taken a shot at a solution in order to give context to our cost proposal as requested. We do this with the understanding that further interaction with the Village will happen after award as we make it our business to fully integrate the team early and continuously throughout the process. We begin in preconstruction; as you will see, our approach is proactive and continuous, not reactive, or intermittent. Before we dive into how we maintain established budgets, the structure of our preconstruction plan is essential

in understanding how we will successfully keep your project within or under budget.

We will begin the Conceptual Phase of work with the analysis of preliminary designs and budgets, value engineering with life cycle cost analysis, and schedule planning - all key elements to maintaining costs. In addition to the work we have already done, we will confirm our cost estimate early in the concept stage of the project to establish the base line of the project cost. McHugh will base this estimate on experience, inhouse expertise, input from major subcontractors, and knowledge of MCHUGH | DESMAN

DESIGN-BUILD UNDERSTANDING + APPROACH





the local market which will provide real market cost information. Value engineering is performed with each cost estimate at each design stage. Value engineering is inherent in a design-build management approach and drives the process for providing maximum project value. With a team-based approach, we work with the Village and our design teammates to identify opportunities for improvement in both constructability and cost. Function, cost, and design value are all considerations taken through step-by-step investigation, speculation, evaluation, development,



presentation, and implementation.

We will estimate the project multiple times as the designs progress to prevent scope creep and ensure the budget is being held. These estimates will function as a guide for design decisions.Our input with the design team ensures that the Village will get the highest quality and most efficient facility within the available budget.

Our selection of qualified subcontractors is also critical to cost control success. At McHugh, not only do we thoroughly qualify our



subcontractors for each project, we have long standing relationships with many key trades that have provided us with preferred pricing due to our ability to manage jobs soundly and without unreasonable demands. We do this by providing a comprehensive project scope and a full schedule, and by constant communication throughout the project.

A project summary report will be submitted monthly to document the project's maximum cost and anticipated completion date.

SCHEDULE

The team will systematically approach your project to meet your schedule. A snapshot of our approach, activities, schedule, and key deliverables follows.

McHugh takes great pride in meeting project schedules and budgets and our track record in abiding by an established schedule is outstanding. This is accomplished through the effective use of staffing, technology, and prior experience with similar projects. Obviously, we need to sit with you and learn more about your review and approval process.

We have put much thought into our conceptual design, but it is unclear to us how much that will help expedite the design phase of the project. Once we have discussed next steps with the Village, we can develop a schedule together. With that said, and in the spirit of the RFP request, we believe that our team has the expertise to deliver the project in the shortest amount of time possible. The project as depicted in our submission will be substantially complete 10 months from site mobilization. Figure 1 outlines our preliminary schedule.

We anticipate that as the project moves through the preconstruction phase, the schedule will be adjusted as internal or external influences may impact its activity sequence. We will adjust as we are provided more information from the Village. Our team utilizes Primavera P6 and Microsoft Project for schedule preparation. This software is used in the generation of both initial milestone schedules as well as the master schedule for the project that will be completed and reviewed by the Village during the preconstruction phase. Adjustments that may be required through project development are readily accomplished utilizing this software and, thus, provide a prompt and current update for all team members.

During the construction phase, McHugh's project managers and superintendents work not only with a comprehensive master schedule but also with a 4- to 8-week lookahead schedule that further details construction activity. This lookahead schedule is key to managing subcontractor activity and controlling projects. McHugh's ability to selfperform the concrete gives us substantial control over the schedule.

In addition to this powerful advantage, McHugh utilizes contingency planning to keep projects on track. Alternative construction methods and materials are evaluated during times of tight labor or material delays. Materials and supplies with long lead times are ordered early to help prevent delays in construction. We believe that when the focus of all project team members is maximizing project success, the result has more value than what each can bring to the project individually. This fosters "Project First" thinking among all team members. This Project First thinking is key to subcontractor buy-in of project goals, including schedule milestones, quality standards, and safety procedures.





SCOPE OF SERVICES

The McHugh DESMAN team offers the following narrative in support of our drawings which we believe demonstrates our team's enthusiasm, creative thought, and problemsolving capabilities for the proposed Village of East Dundee Parking Deck. We have read the RFP thoroughly and are comfortable with the design criteria listed. Our plan is to meet and exceed the requirements listed there-in. We are very familiar with this building type and believe that you will find that our proposed solution offers enhancements and savings that will benefit the Village. Additionally, we are confident that additional value can be found once we are hired and have a chance to get your further input. We are confident that our team's solution will exceed the design intent and program requirements set forth in the RFP documents.

Our proposed solution is a 2-level garage configured to the site given to us in the RFP bridging documents and as discussed in the pre-proposal meeting. The solution respects the historic appearance of East Dundee by way of scale, materials, and color. The architectural intent is to provide important parking infrastructure while adding to the charm and personality of the existing street. The solution features a stained glass corner feature that will serve as an iconic beacon to Village guests and residents. The colors featured in that element have all been borrowed from neighboring buildings. The entire west building face has been reserved for public art.

Our team's base solution houses 163 spaces. Our add alternate shows how an additional 24 spaces can be added to the deck now or in the future, providing a a total of 187 spaces. The spaces are 9 feet wide by 18 feet long. We utilized the existing topography to influence the parking deck ramping solution. This will ease excavation, keep the deck as an "Open Air" parking facility and reduce structural interference with the adjacent foundations. We have witnessed the large crowds of patrons in this area on the weekends and evenings. We believe strongly that this parking deck should function as an event type garage to best serve the community. That

is why we devised a solution that is completely interconnected and a vehicular entry/exit on both River and Jackson Streets. The dual entry will allow the deck to fill from either side in the event of a street closure or lane blockage. This solution does not require an entry on the residential frontage along Hill Street, thus easing traffic on the residential street. Our solution features a covered elevator tower for convenience and as required by code. The system we are using is a long span cast-in-place concrete frame. We are proposing 11'-4" floor-tofloor which will give 8'-2" clear throughout. The system allows high headroom over the drive aisle giving plenty of room for signage, enhanced lighting distribution, and ADA vans. This will provide a welcoming arrival, clear lines of site, improved safety, and ease vehicular circulation.

Having amassed experience with design and restoration on hundreds of parking structures in this region, we have learned that numerous factors must be considered to get the most durable structure for your budget. The RFP clearly states that the design team shall study the structure system selection with a focus on durability. Features deemed necessary for a durable structure are always factored into our design to avoid future performance issues. We would like to reinforce our team's desire to provide added value to the design and increase durability the project. Our teams suggested design will give a useful life of over 50 years. Both McHugh and DESMAN have built a positive reputation on providing durable long-lasting, concrete buildings that have stood the test of time. The quality and placement of materials along with properly detailed solutions will always lead to an excellent product. We plan to do that on this project.

The drawings provided later in this section and in 11x17 format in the Appendix show enhancements that include:

- Less excavation
- Less foundation conflict with adjacent property
- Fully interconnected parking deck
- Open air parking deck. No
- ventilation needed.Ramping solution is intuitive and
- easy
- Less time finding your parking space
- High headroom maximizes ventilation and light
- Solution is open and inviting
- No drive on Hill Street
- 40-year useful life
- Opportunity for public art

Additionally, we plan to use best practices during the design of the East Dundee project that will ensure that all your expectations are met. Some of these best practices include:

SAFETY AND SECURITY

This project is in busy area of downtown so safety and security will be a critical part of our solution. We want individuals visiting East Dundee to be safe. We understand that there will be times when the garage is quite busy and others when it will not. We will devise a solution that is welcoming, inviting, and safe during each of these scenarios.

Security measures are classified as "Active" and "Passive." Active security measures are those requiring a human response. Passive security features are those that do not require a human response and are design features incorporated into the parking garage, such as good natural lighting, glass-backed elevators, open stairs and lobbies, elimination of hiding places, and clear sight lines.

Lighting that enables users to see and to be seen is the most important passive security feature of a parking structure. Light levels should meet or exceed Illuminating Engineering Society of North America (IESNA) lighting standards for covered and uncovered parking facilities. Because curbs can be a potential tripping hazard, they will be eliminated or used minimally in all pedestrian areas. The face and edge of curbs that remain will be painted traffic yellow. Other important security features that are often provided in the design include:

- Long-span construction and, no use of interior walls
- Painting the interior ceiling white to increase reflectivity and further brighten the interior
 No biding places in perimeter
- No hiding places in perimeter landscaping
- Perimeter control

In general, we will provide as much openness as possible in the design to improve sight lines, eliminate hiding places, and enhance perceived security.

SUSTAINABILITY

Our entire team has fully embraced 'green' building principles for design and construction. There are many sustainable design elements inherent to parking garages that can be incorporated with little or no additional cost. The fact that parking garages cannot be LEED certified should not discourage incorporating sustainable design elements. Our team encourages those involved in the design, construction, and operation of parking structures to incorporate as many sustainable design elements as possible. Our team plans to work with you to identify sustainable design strategies for this project.

Sustainable & energy option - we will work with you for solutions:

- Solar panel sunshades top level
- Green roofs
- Energy efficient light sources and controls
- Use of recycled materials such as steel and fly ash
- Bicycle storage lockers
- Car sharing and bicycle sharing
- Electric vehicle charging stations
- Procure materials from local sources
- Renewable materials
- Utilize materials with recycled content
- Water Efficient landscaping

GARAGE SIGNAGE AND WAYFINDING

McHugh's proposed solution is straightforward, and we plan to include a well-designed signage and graphics system to effectively communicate necessary information to patrons, reduce confusion, improve safety, and enhance the overall user experience. The importance of a coordinated signage system in a parking facility cannot be overstated. Signage and graphics can be the difference between an inviting parking facility and one that people avoid.

Signage meets the needs of several parking facility functions. The first is to direct the driver to the entrance and then to an available
parking space. Identification signage provides the parking patron with the location of their parked vehicle. Signage then provides the pedestrian with the most convenient direction to access elevators, stairs, or adjoining space. After returning to the parking garage, vehicle signage provides guidance and direction to the vehicular exit. A well-designed graphics and signage system will enhance the user's parking experience and help create a positive impression of the parking garages. Patrons who have a positive parking experience will return.

CONSTRUCTION TYPE

By leveraging DESMAN's experience and specialization in structural engineering on parking garages and McHugh's strength in concrete construction, our team was able to consider several features for the garage's structural frame.

We have completed a structural system selection process as part of our early internal discussion and as requested in the RFP. We plan to share this study with the Village and discuss advantages and disadvantages of the common systems used for this building type. Through this conversation we believe that we can all arrive at an agreement as to the best system for this project early in the design



*11 x 17 printed versions of the drawings are located in the Appendix. phase. For the purpose of this submission, our team selected a castin-place concrete frame as we feel strongly that a CIP frame is in the best long-term interest of the Village. Some of the criteria we used in this evaluation included:

- Initial cost
- Long-term durability
- Expected differential cost of preventive maintenance program
- Appearance of the exterior
- Appearance of the interior
- Impact of the structural system on lighting
- Impact of the structural system on sight distance of signs which affect reaction time of drivers
- Site Logistics

Cast in Place (CIP) - better suited for site, lower longer-term maintenance, beneficial for project schedule.

DURABILITY OF DESIGN

The durability of the East Dundee Parking Structure is subject to many factors, including weather, freeze/thaw cycles, use of deicing salts, concrete materials, concrete cover over the reinforcement, and drainage. As a result, it is vital that the appropriate durability measures are considered and built into various aspects of the construction documents and in selection of materials. This will ensure that the parking structure remains in a safe

and serviceable condition over its service life.

DESMAN'S years of experience have perfected design details to address cracking, drainage, concrete mix design, finishing, curing, surface and joint sealers, reinforcing and concrete cover. Coupled with McHugh's long history of selfperformed concrete services ensures implementation of these details and is a unique added value to the project's durability that is unmatched by anyone in the Chicagoland area.

Our durability design approach will be centered on ACI 362 R97 "Guide for the Design of Durable Parking Structures" and Life 365 Analytical Durability Model. But it does not stop there. We will draw on the vast experience we have gained in design and rehabilitating existing parking garages in a similar environment.

SITE PLAN



GRADE LEVEL



BASE OPTION PARKING COUNT					
LEVEL	STND	ADA	EV	TOTAL	
GRADE LEVEL	28	4	2	34	
SECOND LEVEL	86	2	-	88	
ROOF LEVEL	41	-	-	41	
TOTAL	155	6	2	163	

SECOND LEVEL



34

88

41

DESIGN-BUILD UNDERSTANDING + APPROACH





DESIGN-BUILD UNDERSTANDING + APPROACH



MCHUGH | DESMAN

CONCRETE POURS



SUPPORTIVE INFORMATION

REFERENCES - McHUGH

NEXT Parking Garage Givi Peradze Fifield Companies 312-424-6224 / gperadze@fifieldco.com

Aqua Parking Garage Jeanne Gang Studio Gang 773-384-1212 / jgang@studiogang.net

REFERENCES - DESMAN

Hinsdale Middle School Parking Deck *Kathleen Gargano – Village Manager* Village of Hinsdale kgargano@villageofhinsdale.org / 630-789-7013

Munster Community Hospital Parking Expansion Brian Sluiter – Construction Manager Community Foundations, Inc. brian.s.sluiter@comhs.org / 219-703-1071

InterPark, LLC *Patrick Martin – VP of Property Management* pat.martin@intpark.com / 312-935-2812











Andy Totten presenting a project scope to potential subcontractors

COMMUNITY ENGAGEMENT

The McHugh DESMAN team will endeavor to communicate and build relationships with residents, community members, and other stakeholders. To strengthen the bonds of trust within the Village of East Dundee, we aim to improve our relationship with the existing resident population and the surrounding community. To achieve this, we will partner with the Village to provide project updates by the communication medium identified by the Village. Our team and partners will participate in and facilitate engagement in a variety of ways including conducting meetings with local businesses, and community leaders; disseminating marketing collateral; facilitating town hall meetings; and other activities.

EARLY RISK MITIGATION PLANNING

Our team is committed to sharing our lessons learned and best practices on your project. However, identifying potential challenges and risks should be a collaborative effort that includes the Village of East Dundee. We will work with the Village to develop a comprehensive risk mitigation log. During the initial phase, we will conduct a work session that

encourages the team to consider both the big picture and the minor impacts. Together, we will identify areas that may cause unexpected schedule or budget impacts and track them in a live risk log. We will evaluate the likelihood and impact level of each risk to prevent delays and ensure seamless project delivery. Below is the beginning of a Risk Log created by our team. We have begun the process of identifying risks, their likelihood, and possible mitigation strategies.

RISK	DESCRIPTION	ASSESSED LIKELIHOOD (HIGH, MED, LOW)	MITIGATION STRATEGY	POSSIBLE SCHEDULE IMPACT (IF KNOWN)	POSSIBLE COST IMPACT (IF KNOWN)	ANY SAFETY, QUALITY, OR SUSTAINABILITY IMPACTS?	ADDITIONAL COMMENTS
1	Pedestrian/Vehicle Conflict	Low	Separate pedestrian access at the grade level from vehicle ingress/ egress; orient park bays in the direction of pedestri- an travel	No	Unknown	No	Solve for this issue in the conceptual design phase.
2	High Cost per Parking Space	Medium	Strive for more efficient parking layout & circula- tion system	No	Yes	No	Must be balanced with the value of adequate lane capacity & user safety
3	Tight Labor Market	High	Uncover all prefabrication opportunities that will protect the schedule & improve quality & safety	Yes	Yes	Yes	Impact poten- tial for both MC2 & NBC1 garages
4	Insufficient Lane Capacity	Low	Conduct a lay and queuing analysis to determine the # of lanes required	No	Yes	Improve users expe- rience & efficiency	Analysis should be accom- plished at the outset of the Schematic Design Phase

INCLUSION AND DIVERSITY

McHugh and DESMAN are committed to growing the capacity of the small and diverse business community, and creating a diverse workforce on our projects. During the bidding process, we will identify, qualify, select, and assist subcontractors that will deliver high-quality work, safely and efficiently to meet the goals set for this project. Our outreach efforts will also include initiatives designed to benefit the communities surrounding the project area including the support of local businesses.



DESMAN is a certified minority enterprise

We regularly work with and partner with several agencies and advocacy groups, providing business opportunities for historically disadvantaged contractors and vendors while encouraging minority and local workforce hiring practices. We are actively involved with numerous construction associations and business organizations such as Black Contractors United (BCU), Hispanic American Construction Industry Association (HACIA), United States Minority Contractors Association (USMCA), and the Federation of Women Contractors (FWC). We utilize the trade associations as well as community organizations and local religious groups to distribute project information, networking sessions' notifications, etc. to potential subcontractors and suppliers.

We will develop a Diversity Subcontracting Plan and submit the subcontracting results and reports. Only the dollar values that are paid to certified firms are counted toward the goals. Firms must perform a commercially useful function on the scope of work identified. Subcontractors are required to submit their MBE/WBE/DBE certification documents and participation plans at bid time. The McHugh DESMAN team is committed to hosting outreach events at regular intervals during the pre-construction and construction phases. Before a project even breaks ground, we identify new employment opportunities and develop project specific workforce plans. As a project moves forward, we meet regularly with our subcontractors to identify additional new employment opportunities – opportunities that have the potential to move community residents, minorities, and females from unemployment and underemployment into the skilled trades, leading to successful and long-lasting careers in the construction industry.

Proposal shall include the following representation:

That the Design-Build Team shall comply with all provisions of the law and regulations applicable to the project including but not limited to:

- a: State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.)
- b: Prevailing Wage Act (820 ILCS 130/0.01 et seq.)
- c: Drug-free Workplace Act (30 ILCS 580/1 et seq.)
- d: Victims Economic Security and Safety Act (820 ILCS 180 et seq.)
- e: Equal Pay Act of 2003 (820 ILCS 112 et seq.)
- f: Steel Products Procurement Act (30 ILCS 565 et seq.)

g: Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01)

h: Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105)

Agreed.

Within the past five (5) years no member of the Design-Build Team has had a surety company finish work on any project.

True.

A: All civil or criminal violations issued against any license held by any member if the Design-Build Team in the past five (5) years:

None.

B: All criminal convictions against any member of the Design-Build Team for submissions of a fraudulent claim:

None.

C: All civil or criminal violations of any law governing the payments of wages, benefits, or tax withholding:

None.

D: All civil or criminal violations of any lay concerning equal opportunity employment, contracting, subletting, or payment of prevailing wages:

None.

Dated: August 23, 2023.

By: Anno beneral land for James We he newstruction

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
TI
State of
County of Kanl
ANAWW LOHM , being first duly sworn, deposes and says:
1/. 0. 1
1) He is VCC MSIdeNt the Bidder that has submitted the attached bid:
· · · · · · · · · · · · · · · · · · ·

2) Such Bid is genuine and is not a collusive or sham bid;

3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid. In connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signature) President (title)

Subscribed and sworn to before me

UGUST day of () This signature (title)

My commission expires November 1, 2026



18 | P A G E

LETTER OF INTENT (Must be submitted for each DBE subcontractor)

Design-Build Parking Structure VILLAGE OF EAST DUNDEE EAST DUNDEE, ILLINOIS

Name of bidder/offeror's firm: James McHugh Construction Co. Address:1737 South Michigan Avenue City: Chicago State: Illinois Zip: 60616

Name of MBE firm: Desman, Inc.

Address: <u>3 West 35th Street</u>, 3rd Floor

City: New York, State: New York Zip:10001

Telephone: 212-686-5360

*James McHugh Construction Co. will engage in good faith efforts to identify and retain additional certified D/M/WBE firms for this project as the design and scope of work are further developed.

Description of work to be performed by MBE firm:

Desman, Inc. is nationally certified by the New York and New Jersey Minority Supplier Development Council and will be retained by James McHugh Construction Co. to perform design services for the project.

The bidder/offeror is committed to utilizing the above-named MBE firm for the work described above. The estimated dollar value of this work is \underline{TBD}

Affirmation

The above-named MBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

beniral land for Jamo Mithugh Construction Co.

(Signature)

(Title)

If the bidder/offer or does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EQUAL OPPORTUNITY REPORT STATEMENT AS REQUIRED AT 41-CFR-60-1.7(b)

The Bidder (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

The Bidder (Proposer) has k has not ____ developed and has on file at each establishment 1. affirmative action program pursuant to 41-CFR-60-1.40 and 41-CPR-60-2.

The Bidder (Proposer) has \bigwedge has not _____ participated in any previous contract or subcontract 2. subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

The Bidder (Proposer) has X has not _____ filed with the Joint Reporting Committee the annual 3. compliance report on Standard Form 100 (EEO-1 Report) (Ref. Page GP-80)

The Bidder (Proposer) does \times does not employ fifty (50) or more employees. 4.

If the Bidder (Proposer) has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance report due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100 "Employee Information Report EEO1" prior to the award of Contract.

The undersigned bidder agrees that, upon written notice of acceptance of this bid, he/she will, at the time so directed by the Owner, execute a contract in accordance with the bid as accepted and he will give performance bond with good and sufficient surety or sureties within ten (10) days after the prescribed forms are presented for signature.

The undersigned bidder understands that the quantities or work to be done, estimated in the above schedule, are approximate only and are intended principally to serve as a guide in evaluating the bids.

It is understood that the schedule of minimum wages as established by the Secretary of Labor and included in these specifications, shall govern on this Contract, and further that the bid prices are based on these established wage rates.

The undersigned bidder declares that he/she has visited the site of the project and has carefully examined the Plans, Specifications Special and General Provisions and Contract Documents related to the work covered by the above bid.

<u>James M Hugh Construction Co.</u> (Bidder's Name) <u>Jame Convert Mursel</u> (Signature and Date) <u>B-22-23</u>

(Signature and Date)

CERTIFICATE OF NON-DISCRIMINATION

By submission of this bid and signing of this contract/subcontract for Construction of the Design-Build Parking Structure, the, (Bidder) (Contractor/sub-contractor) certifies that he/she does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his/her employees any segregated facilities at any of their establishments and, further that he/she does not and will not permit his/her employees to perform their services at any location, under his/her contract where segregated facilities are maintained. He/she further agrees that he/she will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts and that he/she will forward a notice of this requirement to such proposed subcontractors.

James McHugh Construction Co.

(Contractor's Name)

(Signature)

8-22-23

(Date)

Ting M. faries, beneral Counsel

(Printed or Typed Name)

PROPOSAL GUARANTEE

James McHugh

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Construction Co. as Principal, and Travelers Casualty and* Surety, are hereby held and firmly bound unto Village of East Five Percent of** Dundee as Owner, in the sum of _ for the payment of which, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. *Surety Company of America **of Total Amount Bid (5%)

Whereas the Principal has submitted to Village of East Dundee a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Design-Build Parking Structure.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in accordance with the terms of the Contract Documents and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in ail other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in fun force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this 25th day of _____ August _____ 20 23

PRINCIPAL James McHugh Construction Co.

Rav Cisco, COO

Travelers Casualty and Surety Company of America (Name and Title) SURETY

Attorney-in-Fact)

David C. Banks



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David C Banks of WHEATON , Illinois , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: ______Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTAR PUELIG Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, and senior Seni

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and exiting by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of August , 2023



J SULST Kar E. Hughen Kevin E. Hughes, Assistant Secretary A387-030.

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

	ACKNOWLE	OGMENT BY SURETY	
STATE OF Illinois County of Cook	} ss.		
On this 25th appeared David C. Banks	day of Aug	ust,2023known to me	, before me personally
Travelers Casualty and Surety	Company of America	, kilowi to, inc	to be the Attorney-In-Pact of
that avaguted the middle inter	4		, the corporation
that executed the within instrumen	it, and acknowledged to me that	t such corporation executed the same.	
IN WITNESS WHEREOF, I have year in this certificate first above y	hereunto set my hand and affi written.	xed my official seal, at my office in the a	foresaid County, the day and
	OFFICIAL SEAL OSCAR F. RINCON RY PUBLIC - STATE OF ILLINOIS MMISSION EXPIRES SEPT 17, 2024	Notary Public in the State of III County of Cook	linois

TITLE VI CIVIL RIGHTS ACT OF 1964 COMPLIANCE

(To be appropriately edited and filed on company letterhead)

Village of East Dundee 120 Barrington Avenue East Dundee, Illinois 60118

The **James Which Include** (Company), having submitted a bid for the referenced Village contract advises that, contingent upon award of the contract to our company as Provider, we will comply with Tide VI Civil Rights Act of 1964 by not discriminating on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. We will forward a copy of our commitment to comply with Title VI Civil Rights Act of 1964 to all vendors and subcontractors utilized for the project with the Village, as listed below and inform them of their obligation to comply.

Subcontractors: TBD

Name: Work to be performed: Dollar Value: Address: Telephone Number:

Name: Work to be performed: Dollar Value: Address: Telephone Number:

Name: Work to be performed: Dollar Value: Address: Telephone Number:

Sincerely, Hines, beneral lounsel (Signature)

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR AND ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE VILLAGE OF EAST DUNDEE

The Village of East Dundee requires contractors and suppliers of services to the Village to agree to indemnify and hold the Village of East Dundee harmless for claims or losses arising from, or in connection with, the contracting party's work for the Village of East Dundee.

To reduce the possibility of misunderstanding between contracting parties and the Village in case of a claim or lawsuit, the Village of East Dundee is requiring that contacting parties who perform services for the Village sign this letter. This letter will act as and become a part of each Contract between the Village of East Dundee and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

In consideration of the opportunity of doing work for the Village of East Dundee and benefits to be received thereby, the contracting party to this agreement agrees as follows:

- 1. That where a contract issued by the Village of East Dundee, this Letter Agreement is to be considered part of that contract.
- 2. Contractor agrees to indemnify the Village of East Dundee, and any officer, employee, professional consultants or agent, and hold the Village of East Dundee, and any officer, employee, professional consultants or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees, professional consultants and agents of the Village of East Dundee), and for injury or damage to or destruction of property (including property of the Village of East Dundee), resulting from any and all actions or omissions of contractor or contractor's employees, professional consultants, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
- 3. In any and all claims against the Village of East Dundee or their Village Engineering Consultants or any of the village's or engineer's agents or employees by the Contractor, any Subcontractor, anyone directly or indirectly employed by either of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor to all terms and conditions of this Agreement.
- 4. That this Agreement shall be binding upon the successors and assignces of the contracting party to any contract with the Village of East Dundee. As a condition precedent to acceptance, any contacts from the Village of East Dundee and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the Village of East Dundee.
- 5. To promptly notify the Village of East Dundee of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the Village of East Dundee. I agree to the terms of this Letter Agreement on behalf of: James Me Nugh Construction (Co

Business By:

(Signature) Address: 1737 S. Michigan Rive., Chicago, IL 60616 <u>Ting M. Paries</u>, beneral (DUMSE) (Print Name & Title)

-22-23



STEVE WILEY

Vice President Years of Experience: 18 years - McHugh, 46 years - Industry

OSHA 10-Hour Certified

PROJECT EXPERIENCE

Ramova Theatre, Chicago, IL

Renovations of the historic theater into a 22,000 sf music venue along with a 4,000 sf brewery and tap room fronting Halsted Street, a 200-person capacity venue on the 2nd floor, and a 30-seat, 800 sf restaurant space.

Navy Pier Centennial Vision Redevelopment, Chicago, IL

Major, multi-phase redevelopment and renovations to the Pier including installation of a new Ferris wheel, new welcome pavilion, family pavilion, park space, fountain, retail spaces, restaurants, rooftop bar and restaurant, new hotel, docks, roads, and sidewalks.

Sable Hotel at Navy Pier, Chicago, IL

200 guestrooms with floor to ceiling windows, a ground floor restaurant, fitness center.

Offshore Rooftop Venue, Chicago, IL

30,000 sf rooftop venue with 20,000 sf of outdoor terrace space that was recognized by the Guinness Book of World Records as the world's largest rooftop bar. The enclosure of the space is designed around the opportunity for 360-degree views with the exterior enclosure consisting of a combination of storefront and operable glass partitions, and a custom-designed "all vision" ETFE skylight roof system.

73 East Lake Street, Chicago, IL

The 42-story tower includes 332 rental units and 178 indoor parking spaces.73 East Lake Street is designed to LEED Gold level.

Howard Brown Health, Chicago, IL

Core and shell and fit-out of the 5-story 71,000 sf healthcare center and medical office

225 North Elizabeth, Chicago, IL

28-story mixed-used development includes 350 units, ground-floor retail, 92 parking stalls, 199 bike parking spaces

Cassidy on Canal, Chicago, IL

A 33-story mixed-use tower in the Fulton River District. The 375-foot-tall structure features 343 apartments on its upper floors, alongside ground-floor retail space.

Ogden Commons Phase II - Residential, Chicago, IL

Phase II of Ogden Commons mixed-use project includes 92-unit multifamily building and three six-flat buildings



Ogden Commons Phase I - Commercial, Chicago, IL Phase I of Ogden Commons mixed-use project includes 50,000 sf commercial and retail building spread across three floors

Coast at Lakeshore East, Chicago, IL

A 49-story, 722,000 sf, mixed-used development with 499 residential units. The structure includes four levels of parking, 18,000 sf of retail space and 30,000 sf of indoor and outdoor amenities.

LPM Apartments, Minneapolis, MN

36-story mixed-use building that features 354 apartment units, 25,000 sf retail, and 41,000 sf of world-class indoor and outdoor amenities. Designed for LEED Silver certification.

K2 at Kinzie Station, Chicago, IL

The 600,000 sf structure rises 34 stories and has 496 rental units ranging from studios to two bedrooms. K2 is designed for LEED Silver certification.

Alta at K Station, Chicago, IL

This apartment complex is comprised of two towers, one which features 41 stories and 428 apartments while the other features 37 stories and 420 apartments. The two are linked by an 8-story base with 12,000 sf of retail space and a 700-space parking garage. The Alta at K Station is LEED Gold certified.

Aqua at Lakeshore East, Chicago, IL

82-story, mixed-use tower that includes a 225-suite hotel, 750 residential units, both condominium and rental apartments, office space, parking and retail. The structure's eight-story pedestal base includes a number of amenities and is topped by an 80,000 sf terrace with gardens, gazebos, pools, hot tubs, a running track and fire pit.

ANDY TOTTEN, AIA

Vice President Years of Experience: 26

Education:

B.S. - Architecture - University of Illinois, Urbana-Champaign M.A. - Architecture Program - Illinois Institute of Technology

PROJECT EXPERIENCE

31st Street Harbor Landslide Marina, Chicago, IL

Marina facility with 1,000 new boat slips, a public access boat launch ramp, a harbor facility with a boat supply store, Harbor Master's office with a large conference and community room, a boater's shower room with laundry facilities, and a large parking garage with 213 spaces that provides covered boat storage during the off season

University of Chicago - D-B Parking Structure, Chicago, IL

The structure also houses a bowling alley and offices for University of Chicago departments. McHugh oversaw the interior build-out for the University Real Estate Office. The project delivery method was design-build. The garage incorporates many architectural details, such as a glass curtain wall stairwell and extensive masonry work, rarely found in parking structures.

Advocate Center (Chicago Bulls Practice Facility), Chicago, IL

60,000 sf training facility for the Chicago Bulls features two full-size basketball courts, expansive locker room with a therapeutic hydroroom, coaches' offices, weight room, media room, player's lounge, Bulls' executive offices, a cardio room, and a green roof with patio area

FifthThird Arena (Chicago Blackhawks Training Facility), Chicago, IL

125,000 sf facility contains two NHL regulation-sized ice rinks, spectator seating, locker rooms, concessions, team fitness facilities, 24,000 sf green roof, 127 parking stalls, and 26 bicycles

Hilton Chicago Vaulted Sidewalks, Chicago, IL

Repairs to vaulted sidewalk structures outside of Hilton Chicago with new cast concrete, steel, waterproofing, sprayed-on fireproofing, topping slab, pavement and relocating and repairing mechanical, electrical, fire protection and plumbing systems that are affected by the structural repairs

Indoor Track & Field Facility at Gately Park, Chicago, IL

125,000 sf world class sports complex with the area's first hydraulically banked 200-meter track and year-round community center for wellness, culture, and after-school programming

FlyOver in Chicago, Chicago, IL

Immersive flight ride on Chicago's historic Navy Pier



Jesse White Community Center, Chicago, IL

30,000 sf community center houses a gymnasium, gymnastics, locker rooms, computer labs, community meeting area, administrative offices, and conference rooms

Latter-day Saints Meetinghouse, Chicago, IL

7-story, 39,000 sf meetinghouse includes meeting rooms, administrative offices, outdoor terrace, and four levels of structured parking

Little Village Lawndale High School, Chicago, IL

287,000 sf high school on a 16-acre site with four separate high schools under one roof, and each school includes its own classrooms, labs, and office space but share the building's library and media center, two gymnasiums, pool, kitchen, cafeteria, 500-seat auditorium, and baseball and soccer fields

Madhouse Team Store, Chicago, IL

Constructed the core and shell of this 10,000 sf retail store accessible via the new atrium that is part of the East Addition of the United Center and through a separate secure entrance off of Madison Street

Navy Pier Family Pavilion Phase I & II, Chicago, IL

Two-phase project includes renovation of the Pier Pool Court, Children's Museum, and IMAX theater including new restrooms, retail storefronts, MEP systems, and finishes

Sable Hotel at Navy Pier, Chicago, IL

800' long 223-key hotel occupies 3 individual 7 story bays over 201,124 sf at Navy Pier

United Center Fan Duel, Chicago, IL

12,865 sf build out of new sports book, bars and commercial kitchen including new partitions, MEP work, finishes for lounge within two adjacent floors (lower suite level and main concourse)

United Center East Addition and Atrium, Chicago, IL

5-story, 250,000 sf facility that houses offices for Bulls' and Blackhawks' staff, United Center operations staff, Levy Restaurants & Catering, TV studios and production office space for WatchStadium, and a 25,000 sf atrium connecting the addition to the United Center

MIKE SPANOS

Senior Estimator Years of Experience: 21

Education:

B.S. - Construction Management - Purdue A.S., Civil Engineering - Purdue University

PROJECT EXPERIENCE

1000M, Chicago, IL

A 74-story, 832 foot tall luxury residential tower located in Chicago's South Loop. The build will include 40,000 sf of amenities, including a pool deck, fitness center, music conservatory, a Himalayan salt therapy room, library lounge and a sky terrace that will overlook Grant Park and Lake Michigan.

740 N. Aberdeen, Chicago, IL

A 12-story, 218,717 SF, luxury apartment building that will feature 180 apartment units, 82 parking stalls, an outdoor pool, spa, and terrace with cabanas. Amenities will include a business center, resident lounge, party room and state-of-theart fitness center. With a 17-month schedule, this project is scheduled to be completed in August 2020.

Vista Tower, Chicago, IL

The newest addition to Lakeshore East, Vista a 93-story, mixed-use tower that will include a 5-star hotel with 192 guest rooms, 406 luxury condominiums, parking and retail. Vista will be the third tallest building in Chicago when complete.

NEMA, Chicago, IL

A 76-story, 1.1 million sf residential tower that includes 795 units, parking for over 620 vehicles, 12,000 sf of retail space and 15,000 sf pool deck and amenity space. Designed by renown architect, Rafael Vinoly, NEMA will be one of the tallest concrete structures in the city when completed.

Uncommon (2101 S. Wabash), Chicago, IL

Project executive for the adaptive reuse of a 6-story, 48,000 sf building into 43 apartment units ranging from 500 to 1,100 sf. The building also includes retail space on the ground floor.

Hilton at McCormick Place, Chicago, IL

This 360,000 sf hotel is Hilton's first tri-branded property and includes 102 Home2 rooms, 182 Hampton Inn Rooms, and 182 Hilton Garden Inn rooms. The hotel is connected via skybridge to McCormick Place, the world's largest convention center and is located just south of downtown Chicago. The hotel includes meeting facilities, the VU rooftop restaurant and bar, Fatpour Tapworks and a Starbucks.

Aqua, Chicago, IL

82 stories, 2.3 million sf / McHugh performed as general contractor for this 82-story (874 feet high), mixed-use tower that includes 750 residential units, both condominium and rental apartments, a planned hotel, office space, parking and retail. The unique design has received international attention for the undulating "waves" of concrete that make up the balconies. The 2.3 million sf building's 8-story base features approximately 140,000 square feet per floor, while typical tower floors are approximately 16,000 square feet. The structure's pedestal base is topped by an 8,000 square foot terrace with gardens, gazebos, pools, hot tubs, a running track and fire pit. All MEP and structural work was design-build.



73 East Lake Street, Chicago, IL

The 42-story tower includes 332 rental units and 178 indoor parking spaces.73 East Lake Street is designed to LEED Gold level.

McDonald's Global HQ - 110 N. Carpenter, Chicago, IL

Core and shell construction of this 600,000 sf, 9-story office building that house McDonald's Corporation's new worldwide headquarters. The project was built utilizing top-down construction which provides for an accelerated schedule. Completed in just 18 months, it was the fastest commercial office build in Chicago. McHugh was the general contractor and provided concrete services.

Blackhawks Training Facility, Chicago, IL

This new 125,000 sf facility features two regulation size ice rinks with seating for 300 spectators each, new locker rooms and fitness facilities, concessions and parking for 127 vehicles. The facility serves non-Blackhawks entities including local children's hockey, figure skating and adult recreational leagues when not in use by the Blackhawks

Advocate Center/ Bulls Practice Facility, Chicago, IL

60,000 sf training facility that features two full-size basketball courts, expansive locker room with a therapeutic hydro-room, coaches' offices, weight room, media room, and players' lounge on the first level. The second floor contains Bulls' executive offices, a cardio room, and a green roof with patio area.

Sky55, Chicago, IL

A 580,000-square-foot, mixed-use complex with a 40-story residential tower with 400 units, a 10-story senior residence with 100 units, parking facility and retail space. Committed to sustainable design principles, the building team included green roofs, filled with perennials and walking paths, atop both the seven-story parking garage and the senior building.

Kingsbury Plaza, Chicago, IL

A 652,411-square-foot, 47-story apartment tower that has 420 units ranging from studios to three bedrooms. Breaking the recent mold of condo tower atop fat parking base, this skinny building has a separate but adjoining 7-story parking garage. Building amenities include a pool, a party room and a fitness facility.

JASON BALAMUT

Project Manager/Superintendent Years of Experience: 12

Education:

B.S. - Civil Engineering - Purdue University OSHA 30-Hour Certified

PROJECT EXPERIENCE

403 N. Wabash, Chicago, IL

A mid-rise condominium complex in the heart of River North. 110 units, 18 stories. New development completed in 2017. Building amenities include recreation/media room, game room, common outdoor space, garage parking and elevator.

The St. Regis, Chicago, IL

This 101-story, 1,198 ft super-tall skyscraper is the third tallest building in the city. The structure consists of three interconnected towers with differing heights in a step-like arrangement. The St. Regis includes 393 condominiums and 191 hotels, including 33 suites.

21 N. May, Chicago, IL

Also known as "Embry", this luxury development is in the heart of the West Loop and encompasses 58 residence, located on a quiet, tree-lined street. Embry offers amenities such as an open-air fire pit oasis, indoor/outdoor fitness center, putting green, and a dog run. Each residence comes complete with 1 to 2 parking spaces

MB Arena, Chicago, IL

A new 125,000 sf practice facility for the Chicago Blackhawks that features two regulation-size ice rinks with seating for 300 spectators each, new locker rooms and fitness facilities, concessions and parking for 127 vehicles. The facility will also serve non-Blackhawks entities including local children's hockey, figure skating and adult recreational leagues when not in use by the Blackhawks.

545 N. McClurg, Chicago, IL

490 unit apartment complex, including 2 amenity decks on the 9th and 45th floors. The amenity decks consists of a fitness center, demonstration kitchen, game and media room, yoga room, 15 person spa, and pool on the 45th floor.



Hyatt Centric Hotel Rooftop, Chicago, IL

Full service bar and kitchen constructed on the roof of an active 4-star hotel. Included installation of bar millwork, MEP systems, kitchen equipment, landscaping, and all finishes.

Hyatt Centric Hotel, Chicago, IL

Complete design-build renovation of an existing 24 story office building into a 257 unit, 4-star Hyatt Hotel. Included the complete interior demolition and structural modification to the existing building. Included an amenities deck on the 3rd floor, and conference and meeting rooms with historical wood paneling throughout the 2nd floor.

Edison Park Elementary School, Chicago, IL

30,000 sf, 2-story elementary school, including a 10,000 sf pervious paver parking lot and 15,000 sf playground.

STEPHEN J. REBORA, R.A.

President; Principal in Charge Years of Experience: 38

Education:

B.A. - Architectural Design -University of Illinois - 5 year degree Minor - History of Art & Architecture

PROJECT EXPERIENCE

Hinsdale Middle School Parking Deck, Hinsdale, IL

Design-Build, 300 spaces on two levels for the garage The upper level used for faculty and guest of the middle school The lower level used for infrastructure parking for the public

Munster Community Hospital Parking Expansion, Munster, IN

2 level addition to 4 level garage including a helipad on the roof Additional 351 spaces to total 882 spaces over the 6 levels

Springfield Downtown Parking Garage - Springfield, OH

Parking facility is 3-bays wide with 270 spaces on 3 levels The facility also includes 3,000 SF of retail space The extreme grade changes were utilized to give multiple access points for vehicles and pedestrians

Malcolm X College and School of Health Sciences - Chicago, IL

Parking facility has parking for 1260 cars over 6 levels The facility was designed for a future level 7 to accommodate 2000 cars The design incorporates varietal facades to screen the parking areas and match the other campus buildings

Design Build projects that Mr. Rebora has worked on include:

University of Chicago - 61st Street Parking Garage (with McHugh), Chicago, IL

- Memorial Hospital Parking Facility, Carbondale, IL
- O'Hare Pre Flight Garage, Chicago, IL
- O'Hare Corporate Towers Parking Structure, Rosemont
- Zurich American Insurance, Schaumburg, IL
- Harrah's Casino, Joliet, IL
- Ball Memorial Hospital, Muncie, IN
- University of Notre Dame, South Bend, IN
- Schlitz Park Parking Structure, Milwaukee, WI
- Wayne State University, Detroit, MI
- Sioux City Parking Deck, Sioux City, IA
- Horse Shoe Casino Garage, Council Bluffs, IA



Mr. Rebora is a recognized leader within the parking consulting industry for his innovative and creative approach to solutions pertaining to architectural design, master planning and transportation. He has 38 years of national and international experience on a broad range of projects, which include involvement on over 300 parking facility projects. This includes extensive experience on design-build projects across the country, several with McHugh Construction. He understands the importance of the implementation of a project based on client requirements and will utilize all of the necessary company resource to assure a successful project.

Registrations

Louisiana
Maryland
Missouri
Nevada
North Carolina
Ohio
Pennsylvania
South Carolina
Tennessee
Texas
Utah

NCARB

(National Council of Architectural Registration Boards)

Parksmart Advisor (Green Garage Certification)

Affiliations

Art Institute of Chicago

Cleveland Restoration Society

National Parking Association - Parking Consultants Council

JEFFERY S. HENRIKSEN, R.A. NCARB

Senior Vice President Years of Experience: 37; 22 with Desman

Education:

B.A. Architecture - University of Illinois at Chicago



PROJECT EXPERIENCE

- The New Malcolm X College Garage, Chicago, IL
- Hinsdale Middle School Parking Deck, Hinsdale, IL
- Springfield Downtown Parking Garage, Springfield, OH
- Munster Community Hospital Parking Expansion, Munster, IN
- NEIU Parking Structure Chicago, IL
- Court Street Transportation Center/PS, Iowa City, IA
- 323 South DesPlaines PS, Chicago, IL
- UIUC North Campus PS, Champaign, IL
- Oakwood Hospital North PS, Dearborn, MI
- Emerson Street Parking Deck, Mt. Prospect, IL
- UIUC Lot F-29 PS and Fire Substation, Champaign, IL
- Market Street PS and Skywalks, Lincoln, NE
- Harrah's Casino Hotel PS, Council Bluffs, IA
- Que Place Parking Structure Addition, Lincoln, NE
- Buckingham Place Parking Structure, Des Plaines, IL
- Springfield Clinic Foundation North PS, Springfield, IL
- University of Wisconsin HCA PS, Madison, WI
- Truman College Parking Facility, Chicago, IL
- Zurich NA Parking Structure, Schaumburg, IL
- Vail Avenue PS Renovation & Expansion, Arlington Heights, IL
- M2 on Neil Street/Hill Street Parking Facility, Urbana, IL
- RR Donnelley Employee Parking Structure, Warrenville, IL
- Fenwick HS Parking Structure, Oak Park, IL
- Scottsdale Crossing Parking Decks, Scottsdale, AZ
- XNA Regional Airport Parking Garage, Bentonville, AR
- 10th and Central PS and Fire Headquarters, Dubuque, IA
- New Orleans VA Replacement Hospital Staff and Patient Parking Decks, New Orleans, LA
- Hyatt Eastwood Parking Structure, East Lansing, MI
- Washington University Snow-way Garage, St Louis, MO
- Washington University East Campus Underground, St Louis, MO
- Justice Center Parking Facility, St Louis, MO
- · Washington University Danford University Center PS, St Louis, MO
- · Washington University School of Medicine Clayton PS, St Louis, MO

Mr. Henriksen has more than thirty-five years of architectural, project management and office management experience. He has served as Project Architect, Project Manager, Construction Project Manager or Senior Project Director on many projects for design build, new construction, renovation and restoration. Duties include client development, project development and coordination, architectural design, project milestone scheduling and coordination, opinion of cost analysis, specifications and project financial administration and management.

Registrations

Illinois Kansas Minnesota Ohio Wisconsin

National Council of Architectural Registration Boards (NCARB)

YURY SWETIN, SE, PE

Chief Structural Engineer Years of Experience: 38; 20 with Desman

Education:

Dnipropetrovsk National University of Railroad Transport -Dnipropetrovsk, Ukraine (former USSR) M.S. Civil Engineering (U.S. Equivalent) - Illinois Institute of Technology – Chicago, IL M.S. - Civil Engineering – Major - Structures



PROJECT EXPERIENCE

- The New Malcolm X College Garage, Chicago, IL
- Hinsdale Middle School Parking Deck, Hinsdale, IL
- Springfield Downtown Parking Garage, Springfield, OH
- Munster Community Hospital Parking Expansion, Munster, IN
- University of Illinois North Campus Parking Structure, Champaign, IL
- University of Illinois Lot F-29 parking Structure and Fire Sub-station, Champaign, IL
- Advocate Illinois Masonic, Chicago, IL
- Harry Truman College Parking Garage (1,100 cars) and Student Center, Chicago, IL
- Swedish Covenant Hospital Garage Expansion, Chicago, IL
- University of Chicago new Hospital Garage (1,500 cars), Utility Tunnel and Pedestrian Bridge, Chicago, IL
- University of Chicago 61st & Drexel Parking Garage (1,000 cars) and Medical Office Building, Chicago, IL
- Wilson Yard Mixed Use Facility (Multi-story Housing, Target Store, Parking Garage), Chicago, IL
- Advocate Lutheran General Hospital, Park Ridge, IL
- Super K-Mart Plaza Parking Area Retrofit, Vernon Hills, IL
- St. Mary's of Vernon Church Rectory Addition, Vernon Hills, IL
- Barrington Library, Barrington, IL
- Blue Chip Casino Pavilion 3-story Banquet/Recreation
- Facility, Michigan City, IN
- City of Dubuque 10th & Central Parking Facility (890 cars) and Fire Station, Dubuque, IA
- Palmer Drive Parking Garage at University of Michigan (1,000 vehicle spaces), Ann Arbor, MI
- Renaissance Center Parking Garages D-1 (1,500 cars) & P-1 (600 cars), Detroit, MI
- Gallery on Fulton, Mixed Use Development with 3 levels of parking, 2 theaters, Art School and Gallery and 7 residential levels, Grand Rapids, MI
- Pansophic Systems Corporate Headquarters, Lisle, IL
- Veterans Hospital Seismic Retrofit, Marion, IL
- Allstate Insurance Co., Corporate Headquarters, Northbrook, IL
- Parkview Plaza, 9-Story Office Building with 3-Level Underground Parking Garage, Oakbrook Terrace, IL

Since 1977, Mr. Swetin's experience in the structural design field has included major design and project management responsibilities. Mr. Swetin has worked with Jeff Henrikson and Steve Rebora since starting with Desman 20 years ago in the Chicago office.

His current responsibilities include, among others, project structural engineering on commercial projects.

Registrations

Illinois SE - 081-004519 PE - 062-044745 Ohio PE – E-61471 Arizona PE - 46433 Louisiana PE - 35823 Missouri PE - EN-028171 Florida PE - 74833 Iowa PE - 13774 Michigan PE - 6201045793 Nebraska PE - E-13582 Utah PSE - 6737483-2202 Indiana PE - 11500217 Arkansas PE - 16984 Wisconsin PE - 44822-6 Pennsylvania PE – PE084909 Minnesota PE - 55925 Kentucky PE - 33599

Affiliations

American Concrete Institute (ACI) American Institute of Steel Construction (AISC)

MARIA BERGLUND-TAYLOR

Project Architect Years of Experience: 21, 10 with Desman

Education:

Diplome d'Etudes Fondamentales en Architecture -Versailles

B.A. - Architecture - University of Illinois at Chicago



PROJECT EXPERIENCE

- The New Malcolm X College Garage, Chicago, IL
- Hinsdale Middle School Parking Deck, Hinsdale, IL
- Springfield Downtown Parking Garage, Springfield, OH
- Munster Community Hospital Parking Expansion, Munster, IN
- Southside Works Parking and Retail, Pittsburgh, PA
- The Summit on College, Fort Collins, CO
- Reedy Creek Improvement District Garage A1 and A2
- Memorial Health System, Springfield Clinic, IL
- Scottsdale Crossing Parking Structure, Scottsdale, AZ
- M2 on Neil Street Parking Structure, Champaign. IL
- McGrath Acura Parking Structure, Chicago, IL
- McGrath Lexus Parking Structure, Chicago, IL
- Alderwood Mall Parking Facility, Lynwood, WA
- · Village of Skokie Parking Feasibility Study, Skokie, IL
- National City Car Processing Facility, National City, CA
- University Hospital Patient Parking Garage, Cleveland, OH
- · Kiel Opera House Parking Feasibility Study, St Louis, MO
- Kent State Parking Feasibility Study, Kent, OH
- United States Postal Service Facility Renovation, Various Locations, North America
- United Airlines Red Carpet Rooms, Various Locations, North and South America
- California Pizza Kitchen Restaurants, Various Locations, US
- Applebee's Restaurants, Various Locations, US
- Ben Pao Restaurant, Chicago, IL

Ms. Berglund-Taylor has nineteen years of experience in the areas of design, detailing, space planning, CAD and BIM documentation and rendering. She has served as Project Architect on many projects for new construction and renovation in the Chicago office working with Steve Rebora, Jeff Henrikson and Yury Sweetin. Duties included architectural and schematic design, construction documents, detailing, research and coordination.

Active Registrations

LEED AP BC+D

Engineer Registrations

Illinois Hawaii

Affiliations

Member, Parking Consultants Council, National Parking Association (NPA)

Member, International Parking Institute (IPI)

Fellow, Institute of Transportation Engineers

PIER L. PANICALI, RA, SE

Senior Vice President Years of Experience: 46; 31 with Desman

Education:

B.A. - Architecture - University of Illinois at ChicagoM.S. Architecture + Engineering - University of Illinois - Urbana



PROJECT EXPERIENCE

- Village of Arlington Heights Parking Deck, Arlington Heights, IL
- Hill Street Parking Deck, Champaign, IL
- 60 East Lake, Chicago, IL
- 201 W. Madison Self-Park, Chicago, IL
- Adams/Wabash Self-Park, Chicago, IL
- Children's Memorial Hospital Garage, Chicago, IL
- Cumberland Centre Garage, Chicago, IL
- Field Harbor Parking Facility, Chicago, IL
- Franklin/Lake, Chicago, IL
- Franklin/Van Buren Parking Facility, Chicago, IL
- Loop Transportation Center, Chicago, IL
- Madison/Wells Parking Facility and Expansion, Chicago, IL
- Midway Airport Parking Structure (4000 cars), Chicago, IL
- Millennium Center Mixed Use Development, Chicago, IL
- Mount Sinai Hospital Medical Center, Chicago, IL
- Parking Structure D-1 for the University of Illinois, Chicago, IL
- Provident Hospital Parking Facility, Chicago, IL
- Randolph/Wabash Self-Park, Chicago, IL
- Rush Ohio Wabash Self-Park, Chicago, IL
- South Loop Parking Facility, Chicago, IL
- Theatre District Self-Park, Chicago, IL
- Triangle Plaza Parking Garage, Chicago, IL
- University of Illinois Chicago Campus, Chicago, IL
- University of Illinois Medical Center, Chicago, IL
- Washington/Wells Garage, Chicago, IL
- Wright College Parking Structure, Chicago, IL
- Washington/Franklin Self-Park, Chicago, IL
- Wilson Yard Mixed-Use Development, Chicago, IL
- · Village of Downers Grove Pkg Structure, Downers Grove, IL
- Ridge Central Medical Building, Evanston, IL
- Holly Court Garage Expansion, Oak Park, IL
- Advocate Health Parking Structure, Oak Brook, IL
- Elm & Wyman Street Garage, Rockford, IL
- Huron Cement Plant, Alpena, MI
- Saginaw Parking Authority, Saginaw, MI
- Somerset Collection North Parking Facility (4000 cars), Troy, MI
- The Mayfair Mall, Wauwatosa, WI
- Potawatomi Bingo Casino Garage, Milwaukee, WI

Mr. Panicali is a Registered Architect and Licensed Structural Engineer. Since 1970, Mr. Panicali has supervised parking planning and parking facility projects ranging from the preparation of feasibility studies, project design and construction administration. He has extensive experience with parking functional design and project management.

Mr. Panicali has almost 50 years of experience in functional planning, design, cost estimating and construction administration of multi-level parking structures, many of which are located in urban environments

Active Registrations

Michigan, Illinois, Indiana Iowa, Kentucky, Maryland Mississippi, Missouri Nebraska, Ohio Oklahoma, Florida Virginia, Vermont Wisconsin, New Mexico Alabama, North Carolina, New Hampshire, Rhode Island Maine, Delaware, Connecticut Dist. Of Columbia, West Virginia

Engineer Registrations

Illinois Hawaii

Affiliations

International Code Council NCEES (National Council of Examiners for Engineering and Surveying) NCARB (National Council of Architectural Registration Boards) MCHUGH | DESMAN



BRIAN D JOHNSON, P.E., CPESC

Senior Project Manager; Principal

Education:

B.S. - Civil Engineering - Bradley University





PROJECT EXPERIENCE

Commercial and Industrial

Amazon e-Commerce & Fulfillment Campus, Kenosha, Wisconsin Archer Daniels Midland (ADM) Multi-modal, Decatur, Illinois Wal-Mart Distribution Centers, Elwood, Illinois Stepan Distribution Center, Joliet, Illinois Caterpillar Park, Joliet, Illinois Bissell Distribution Center, Elwood, Illinois CenterPoint Intermodal Center & Logistics Park – East, Elwood, Illinois Kenall Manufacturing & Distribution Facility, Kenosha, Wisconsin Groot Lake Transfer Facility, Round Lake Park, Illinois

Office & Retail

American Society of Anesthesiologist Headquarters, Schaumburg, Illinois Antioch Retail Crossings, Antioch, Illinois Schaumburg Hotel & Restaurant Development, Schaumburg, Illinois Hooters Redevelopment, Mishawaka, Indiana Fresh Thyme Farmers Market, Cincinnati, Ohio LockUP Storage Facility, Norridge, IL

State and Municipal

Atlantic Aviation Hangar 43, Wheeling, Illinois Elk Grove Fire Station 8 & 9, Elk Grove, Illinois Elk Grove Fire Station #10, Elk Grove, Illinois Lockport Fire Station #1, Lockport, Illinois Addison Fire Station, Addison, Illinois DuPage Airport Fire Station, West Chicago, Illinois Lake Villa Fire Station, Unincorporated Lake County, Illinois Harlem / Roscoe Fire Station #2, Roscoe, Illinois Harlem / Roscoe Fire Station #3, Roscoe, Illinois Palatine Police Headquarters, Palatine, Illinois Orland Park Fire Station Expansion, Orland Park, Illinois Williams Drainage Study, Palatine, Illinois Trout Valley Stormwater Improvements, Trout Valley, Illinois IL Rte 120 Expansion & Improvements, Round Lake Park, Illinois

Parks and Recreation

Chicago Highlands Golf Club, Westchester, Illinois Flint Creek Stabilization, North Barrington, Illinois Mittel Boulevard Shoreline Restoration, Wood Dale, Illinois Mr. Johnson is actively engaged in all aspects of the planning, design, and construction phases. He utilizes his expertise in infrastructure, stormwater management, grading, and permitting to offer innovative solutions that best meet our client's demands and budget.

Mr. Johnson has a well balanced background in design and field observations that allow him to make an immediate contribution to projects with added value. His experience includes various sized residential, commercial/industrial, brownfield, recreational, and environmental projects. When Brian is not actively involved with professional and local organizations, he is continually educating our client's on new design approaches, BMP's, and local, county, and state regulations.

Registrations

Licensed Professional Engineer: Illinois | Indiana | Ohio | Iowa Certified Professional in Erosion and Sediment Control (CPESC)

IDOT Certifications

Geotechnical Field Testing and Inspection (S33) Documentation and Quantities

Professional History

Manhard Consulting, Ltd. Cowhey Gudmundson Leder, Ltd.

Affiliations

American Water Works Association Illinois Urban Manual Technical Review Committee National Society of Professional Engineers National Association of Industrial and Office Properties



JANA BRYANT, P.E., CFM

Senior Project Manager

Education:

B.S., Engineering Operations - Iowa State University - Ames, Iowa

PROJECT EXPERIENCE

Commercial and Retail

Permit Views for Various Development Permits, Lombard, Illinois Permit Reviews for Various Development Permits, Naperville, Illinois Amoco, Mount Prospect, Illinois BP Gas Station - 45 Locations, Illinois

Industrial

Environmental Recycling and Disposal, Rockdale, Illinois Haumiller Expansion, South Elgin, Illinois Central Tree, Pine Grove, Illinois

Institutional

Atlantic Aviation Hangar 43, Wheeling, Illinois Silver Cross Medical Office Building, Mokena, Illinois Midwestern University - Various Projects, Downers Grove, Illinois St. Alexius Medical Campus Buildings/Parking Deck, Hoffman Estate, Illinois

State and Municipal

Wheeling Fire Station No. 42, Wheeling, Illinois Wheeling Fire Station No. 23, Wheeling, Illinois Stormwater Administrator (2 terms as Vice Chair of MEG), Lombard, Illinois Review Lombard PW Fueling Station & Parking Expansion, Lombard, Illinois IDOT District 2, IL Route 2 Widening, Rockton, Illinois IDOT Documentation Audits - Various Locations, Illinois ISHTA I-88 Widening between Orchard Road & Sugar Grove Exit, Aurora. Illinois Permit Review for SFR with Geothermal System, Naperville, Illinois Commuter Bike Shelters at Metra Stations, Naperville, Illinois Traffic Signal at Freedom Blvd and Independence Ave, Naperville, Illinois Pedestrian Bridge Over Route 59, South of 95th St., Naperville, Illinois Downtown DuPage River Trail, Naperville, Illinois Riverside Public Works Facility, Riverside, Illinios DuPage County Convalescent Center Improvements, Wheaton, Illinois IDOT Location Drainage Study - I 55 Exit Ramp at IL-53, Bolingbrook, Illinois IDOT Location Drainage Study, I-290 IL-72 to Thorndale, Schaumburg, Illinois

Parks and Recreation

Chicago Golf Club, Wheaton, Illinois Douglas Park Nike Soccer Field, Chicago, Illinois



Ms. Bryant holds Bachelor of Science degree in Engineering Operations and has over 24 years' design experience in the area of land development projects. She has provided services for clients in all phases of development including feasibility studies, preliminary engineering and entitlements, final engineering, permitting with federal, state, and local jurisdictions and project completion and record drawings.

Ms. Bryant has been with Pinnacle Engineering Group for over 2 years. Prior to joining Pinnacle, she was the Development Engineer/Stormwater Administrator for the Village of Lombard for 7 plus years.

Registrations

Licensed Professional Engineer: Illinois | Iowa Certified Floodplain Manager

Professional History

Village of Lombard American Surveying & Engineering Group Engineering Services Group City of Naperville Mackie Consultants, LLC

Affiliations

Illinois Association for Floodplain and Stormwater Management



DWIGHT A TROSTLE, P.E., LEED AP

Senior Project Manager

Education:

B.S. - Civil Engineering Technology - Southern Illinois University, Carbondale, Illinois

PROJECT EXPERIENCE

Commercial and Industrial

Amazon e-Commerce & Fulfillment Campus, Kenosha, Wisconsin Archer Daniels Midland (ADM) Multi-modal, Decatur, Illinois Wal-Mart Distribution Centers, Elwood, Illinois Stepan Distribution Center, Joliet, Illinois Caterpillar Park, Joliet, Illinois Bissell Distribution Center, Elwood, Illinois CenterPoint Intermodal Center & Logistics Park – East, Elwood, Illinois Kenall Manufacturing & Distribution Facility, Kenosha, Wisconsin Groot Lake Transfer Facility, Round Lake Park, Illinois

Office & Retail

American Society of Anesthesiologist Headquarters, Schaumburg, Illinois Antioch Retail Crossings, Antioch, Illinois Schaumburg Hotel & Restaurant Development, Schaumburg, Illinois Hooters Redevelopment, Mishawaka, Indiana Fresh Thyme Farmers Market, Cincinnati, Ohio LockUP Storage Facility, Norridge, IL

State and Municipal

Atlantic Aviation Hangar 43, Wheeling, Illinois Elk Grove Fire Station 8 & 9, Elk Grove, Illinois Elk Grove Fire Station #10, Elk Grove, Illinois Lockport Fire Station #1, Lockport, Illinois Addison Fire Station, Addison, Illinois DuPage Airport Fire Station, West Chicago, Illinois Lake Villa Fire Station, Unincorporated Lake County, Illinois Harlem / Roscoe Fire Station #2, Roscoe, Illinois Harlem / Roscoe Fire Station #3, Roscoe, Illinois Palatine Police Headquarters, Palatine, Illinois Orland Park Fire Station Expansion, Orland Park, Illinois Williams Drainage Study, Palatine, Illinois Trout Valley Stormwater Improvements, Trout Valley, Illinois IL Rte 120 Expansion & Improvements, Round Lake Park, Illinois

Parks and Recreation

Chicago Highlands Golf Club, Westchester, Illinois Flint Creek Stabilization, North Barrington, Illinois Mittel Boulevard Shoreline Restoration, Wood Dale, Illinois



Mr. Trostle holds a Bachelor of Science degree in Civil Engineering Technology and has over 30 years' experience in the area of land development projects.

Mr. Trostle has been with Pinnacle Engineering Group for 4 years. He has provided services for clients in all areas of development including feasibility studies, preliminary engineering and entitlement, final engineering, permitting with federal, state, and local jurisdictions and project completion and record drawings. Prior to join PEG, Mr Trostle worked as a Project Manager with Plot Construction.

Registrations

Licensed Professional Engineer: Wisconsin LEED AP

Professional History

Caturfield Builders Claude H Hurley Company Cowhey Gudmundson Leder Plot Construction

ADDITIONAL PROJECTS











Partial List of Design/Build Parking Projects

AT&T Corporate Office (Phase III) Garage
Pre Flight Phoenix Garage
Oxford Tower II
Phoenician Resort Garage No. 1
Phoenician Resort Garage No. 2
University of Arizona South Stadium Garage
Continental/Grand Plaza Parking
Homart/Verov Centre
Plaza Hermosa Garage
Stouffer Resort Hotel Parking Garage
St. Mary Medical Center
Hampton-Roberts / Towsend Street Garage
Cottage Hospital
Contra Point Parking Garage
National Ponowable Energy Lab Darking Structure
Ski Timo Squaro
Hilton Carago Vortical Expansion
Hotel Blugeport
High Street Galage
Morgan Street Parking Facility
Control Connections State University West Parking Cornect
Central Connecticut State University west Parking Garage
Government Center Garage
Lot No. 1 Garage at Southern Connecticut State University
SUNU Rall Station Garage
Bradley International Airport Parking Facility
Washington Hospital (Phase I) & (Phase II)
Nationals Stadium North Parking Garages
Christiana Hospital Garage 2
Hollywood Beach Resort
Ocean Walk Cinema Parking Structure
7th & Collins Garage
Georgia Baptist Medical Center
Horseshoe Casino Expansion
Memorial Hospital Parking Facility
Wright College North Parking Facility
O'Hare Pre Flight Garage
University of Chicago 61st Street Parking Garage
Hinsdale Middle School Parking Deck
Harrah's Casino
O'Hare Corporate Towers Parking Structure
Zurich American Insurance
Ball Memorial Hospital
St. Francis Cabrini Hospital
Schumpert Medical Center
Baystate Medical Parking Facility
Clark University Parking Structure Addition
UMass Medical Center Parking Garage
Harbor Park Garage
Harbor Park Garage Expansion
Mercy Medical Center Garage
North Charles Street Hospital
Penn Street Parking Garage
UMBC Parking Garage #1 & #2
Comcast Arena Parking Garage

Mesa, AZ Phoenix, AZ Phoenix, AZ Phoenix, AZ Phoenix, AZ Tucson, AZ El Segundo, CA El Segundo, CA Hermosa Beach, CA Indian Wells, CA Long Beach, CA San Francisco, CA Santa Barbara, CA Torrance, CA Golden, CO St. Springs, CO Bridgeport, CT Bridgeport, CT Hartford, CT Hartford, CT Manchester, CT New Britain, CT New Britain, CT New Haven, CT Norwalk, CT Windsor Locks, CT Washington, DC Washington, DC Wilmington, DE Hollywood, FL Hollywood, FL Miami Beach, FL Atlanta, GA Council Bluffs, IA Carbondale, IL Chicago, IL Chicago, IL Chicago, IL Hinsdale, IL Joliet, IL Rosemont, IL Schaumburg, IL Muncie, IN Alexandria, LA Shreveport, LA Springfield, MA Worcester, MA Worcester, MA Baltimore, MD Baltimore, MD Baltimore, MD Baltimore, MD Baltimore, MD Catonsville, MD College Park, MD

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APPENDIX

DESMAN













Partial List of Design/Build Parking Projects

Wayne Street Garage
Fairmont Plaza Parking Garage
Towson Town Center II
St. Josenh's Medical Center Parking Deck 2
Custom House Square
Wayne State University
Sache 400 Retail Carago
Saciis 400 Relati Galage
University of MO. Contex Avenue
University of MO, Conley Avenue
University of MO, University Avenue
Conley Avenue Parking Structure
Park 'n' Fly Garage
Crown Center Hotel North Garage
Quality Hill Site No. 1
Quality Hill Site No. 2
St. Luke's Hospital Garage
Wyandotte Street Garage
Harrah's / Player's Casino Garage
St. Joseph's Hospital
Barnes Hospital Duncan / Taylor Garage (Phase I & II)
Boeing 270 Parking Facility
SSM Cardinal Glennon Children's Hospital
St. Louis University – Frost Campus Garage
St. Louis VA Medical Center
SBC Corporate Garage
Washington University – Hillton Campus Garage
Washington University – South Forty Garage – Ph. 1
Washington University – Throon Drive Garage Expansion
Aventis Pharmaceutical Garage
Bridgewater Mall
Somerset Corporate Center - Garage Number I
Somerset Corporate Center – Garage Number I
Wheth Laboratorios Parking Garage
Motro Dark (New Jersey Transit)
Free Street
Essex Street
Schering K-12 Parking Garage Expansion
Johnson & Johnson Corporate Headquarters
Montclair State University Rail Station Parking Garage
Rutgers University
Prudential Garage
IKEA Parking Garage
Bank Street
Statehouse Annex
Underwood Memorial Hospital Garage
Las Vegas Premium Outlet Mall
UNLV Tropicana Garage
South Pearl Street
Exchange Street
Queens Center Mall Parking Garage
Civic Center Hotel & Parking Facility
New York City Health & Hospitals Corporation
New York Hospital Center
Stony Brook 'B' Expansion
Stony Brook Main Campus
RPI – College Avenue Garage
O'Neil's Building Parking Garage

Salisbury, MD Towson, MD Towson, MD Towson, MD Portland, ME Detroit, MI Chesterfield, MO Clayton, MO Columbia, MO Columbia, MO Columbia, MO Edmundson, MO Kansas City, MO Kansas City, MO Kansas City, MO Kansas City, MO Kansas City, MO Maryland Heights, MO St. Charles, MO St. Louis, MO Bridgewater, NJ Bridgewater, NJ Bridgewater, NJ Bridgewater, NJ Collegeville, NJ Edison, NJ Hackensack, NJ Kenilworth, NJ New Brunswick, NJ Montclair, NJ Newark, NJ Newark, NJ Paramus, NJ Trenton, NJ Trenton, NJ Woodbury, NJ Las Vegas, NV Las Vegas, NV Albany, NY Buffalo, NY Elmhurst, NY Poughkeepsie, NY Queens, NY Queens, NY Stony Brook, NY Stony Brook, NY Troy, NY Akron, OH













Partial List of Design/Build Parking Projects

Superblock Garage Expansion	Akron, OH
Goodyear Tire Corporation Parking Garage	Akron, OH
Bridgestone Parking Garage	Akron, OH
515 Euclid Avenue Garage	Akron, OH
Deaconess Hospital	Cincinnati, OH
The Drexel at Oakley Apartments Garage	Cincinnati, OH
Lazarus Store Garage, Tri-County Mall	Cincinnati, OH
Northgate Mall Parking Structure	Cincinnati, OH
Tri-County Mall Parking Structure	Cincinnati OH
University of Cincinnati Medical Center – Goodman Ave Garage	Cincinnati, OH
Cleveland Clinic Foundation Garage Expansion	Cleveland, OH
Cleveland Clinic 89th Street Garage	Cleveland OH
Cleveland Clinic II North Garage	Cleveland OH
Cleveland Clinic Fast 105th Street Garage	Cleveland, OH
Cleveland Museum of Art Garage	Cleveland OH
Rainhow Babies Garage at University Hospitals	Cleveland OH
American Electric Power (AEP) Parking Structure	Columbus OH
Brewery District Office Building and Garage	Columbus OH
Faston Town Center Garages "A" & "B"	Columbus OH
Grant Hospital 393 Town St. Garage	Columbus OH
Leveque Garage at Front & Lynn Streets	Columbus OH
Mt Carmel Medical Ctr. West Campus Garage Expansion	Columbus OH
Mt. Carmel Medical Ctr. MOB No. 3 Garage	Columbus OH
Nationwide Arena District Cinema Site Garage	Columbus OH
123 Third Street Garage	Davton OH
Meridia Hillcrest Hospital Garage Expansion	Mayfield Heights OH
Rookwood Tower Office Building Garage	Norwood OH
Vistula Parking Structure	Toledo OH
Vulcan Parking Garage	California, PA
North Park Shopping Mall Garage No. 1	Dallas, TX
1601 South Lamar Office Building Garage	Dallas, TX
Stonebriar Mall Garage No. 1	Frisco, TX
St. Mary's Hospital	Galveston, TX
Control Data Corporation Parking Facility	Houston, TX
Galleria (Post Oak) Parking Facility	Houston, TX
Ranger Building Parking Facility (Pipeline one)	Houston, TX
Dillard's Parking Structure First Colony Mall	Sugarland, TX
Foley's (Macy's) Parking Structure First Colony Mall	Sugarland, TX
The Woodlands Mall Parking Garage	Woodlands, TX
Gutterson Parking Garage	Burlington, VT
Tysons Corner Ramada Hotel Garage	McLean, VA
VA Tech Parking Structure	Blacksburg, VA
Northern Virginia Community College Parking Garage	Annandale, VA
GMU Rappahannock River Parking Deck	Fairfax, VA
Community Hospital Parking Decks	Fort Belvoit, VA
UMWF Eagle Village Parking Deck	Fredericksburg, VA
30th & Washington Parking Deck	Newport News, VA
5th & Marshall Parking Garage	Richmond, VA
Fifth & Marshall Street Garage	Richmond, VA
Virginia State Retirement Systems Parking Garage	Richmond, VA
Campbell Avenue Parking Deck	Roanoke, VA
Old Dominion University Village North Parking Structure	Norfolk, VA
Camp Allen Parking Deck	Norfolk, VA
Schlitz Park Parking Structure	Milwaukee, WI
St. Mary's Hospital Parking Garage	Huntington, WV
Ataba Square Garage & Office Building	Cairo, Egypt
Opera Square Garage & Office Building	Cairo, Egypt

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DESMAN / McHugh Parking Structure Experience















MCHUGH | DESMAN

Malcolm X College and School of Health Sciences

Garage is a stand-alone ramp access open facility supporting staff and student parking for an urban college campus. The garage houses approximately 1260 cars in 3 to 6 levels and is designed for a future 7th level and horizontal expansion to accommodate up to 2000 cars. Facility also accommodates employee parking for a nearby stadium. LEED initiatives include preferred parking for bicycles and fuelefficient vehicles and special concrete mix designs to reduce the heat island effect. DESMAN served as parking consultant and architect/engineer of record.

Northeastern Illinois University

Northeastern's first parking garage contained approximately 900 parking spaces within a 4-bay, 5-level structure. The deck will be used to offset the current parking deficit on campus as well as provide surplus parking for future campus growth. The ground level will contain office space for campus police and auxiliary services. The deck has also been designed to accommodate event parking for the School of Performing Arts.

31st Street Harbor

One of Chicago's most valuable assets is the beautiful lakefront beach & park area that extends the entire east side of the City. The high demand for boat slips has led the City to commission the design of a new harbor and underground parking at 31st Street. This project won the SustainABILITY Leadership Award, Citation of Merit for 2012 from the AIA Chicago.

University of Chicago - 61st & Drexel

This state of the art mixed-use parking facility provided 1,000 parking spaces on 9 levels and a new home for the University of Chicago police and psychiatry offices. In addition to the police and psychiatry offices, the design accommodates secured (nested) parking for fleet vehicles, located in a manner to facilitate early response time with access separate from the general public. This project was also awarded the 2010 Merit Award by the Chicago Building Congress.

Washington & Franklin Self Park

Located in the northwest section of Chicago's "Loop" at the Northeast Corner of Washington and Franklin Streets, the Washington/Franklin Self-Park was built to serve transient (hourly) and monthly parkers. The "L" shaped garage is connected to the inside "L" of an existing 18-story high-rise office building that was constructed around 1918. Revenue control and collection is provided by a state-of-the-art pay-onfoot station located in the elevator lobby within the condominium building.

St. Clair & Ontario

The Ontario St. Clair Self Park is a 120 car parking facility on 8 levels and is directly below the 306 room Courtyard by Marriott Hotel. The mixed use facility is within walking distance to Chicago's Magnificent Mile and Northwestern Memorial Hospital. The site is 135' long and 100' wide. The functional system of the garage portion is a one way double helix design with an entrance and exit to St. Clair Street.

Munster Community Hospital Parking Facility

The Parking Facility was an existing 3 supported level stand-alone cast-in-place post-tensioned concrete ramp access open parking facility for the hospital campus, originally designed by DESMAN and constructed around 2000. Due to lack of parking at the existing campus, and because the structure was originally designed to carry 2 future levels, the hospital approached DESMAN to design a 2-level addition, which included the helipad component above on the roof level.

Chicago, IL

Chicago, IL

Chicago, IL

Chicago, IL

Chicago, IL

Chicago, IL

Munster. IN

Additional McHugh Concrete Reinforced Parking Experience



Drexel Avenue-U of Chgo. Garage Size: 1,010 spaces/9 levels



Northeastern Ill. University Garage Size: 1,050 spaces / 5 stories



Unv. of Chicago Hospital DCAM Garage Size: 600 spaces / 5 levels



Northwestern-Erie II Garage* Size: 1,050 spaces/12 stories



Unv. of Illinois-Chicago South Campus Parking Size: 655 spaces / 4 levels



Unv. of Chicago Parking Structure Size: 1,080 spaces / 6 levels



Navy Pier Garage Size: 700 spaces / 5 stories



No. and So. Grant Park Garages Size: 3,700 spaces

GARAGE	SPACES
University of Chicago Drexel Garage	1,100
University of Chicago Parking Structure	1,070
University of Chicago DCAM Garage	650
Northwestern University Garage - Erie II	1,050
Northwestern University Garage - Erie I	1,250
Northwestern University Garage - Huron	2,000
Navy Pier Garage	700
Wells Street Garage	700
North Grant Park Garage	2,500
South Grant Park Garage	1,200
Wood Street Garage	1,300
O'Hare Corporate Towers Garages	700
Lincoln Park Society Garage	400
Adams/Wabash Garage	700
West Loop Self Park	1,675
City Center Parking Garage	650
Provident Hospital Garage	700
Cumberland Garage	600
Hyatt McCormick Place Garage	600
Malcolm X College Garage	600
Northeastern Illinois University Garage	1,050
University of Illinois Chicago Garage	1,000

GARAGE	SPACES
Dearborn Tower Garage*	400
Grand Plaza Garage*	1,400
630 North State Garage*	350
Hilton Garden Inn Garage*	1,100
Optima Views Garage*	400
191 N. Wacker Drive Garage*	300
Vue 20 Garage*	300
The Farallon Garage*	300
340 West Superior Garage*	275
1111 South Wabash Garage*	313
Courtyard Chicago Downtown Garage*	450
840 North Lake Shore Drive Garage*	632
Park Millennium Garage*	500
Park Alexandria Garage*	350
212 East Cullerton Garage*	200
Park Tower Garage*	250
State Place Garage*	417
Lancaster Garage*	417
Hyatt Center Garage*	150
Regatta Garage*	370
Chandler Garage*	625
50 East Chestnut Garage*	51

GARAGE	SPACES
Prairie Point Garage*	193
Jefferson Tower Garage*	185
Kingsbury Plaza Garage*	357
Trump Tower Garage*	1,125
340 On The Park Garage*	500
600 North Lake Shore Drive Garage*	1,300
Sky55 Garage*	400
Alta at K Station Garage*	693
Echelon at K Station Garage*	280
Aqua Garage*	1,000
215 West Washington Garage*	900
Village Market Lakeshore East Garage*	130
Waldorf-Astoria Garage*	122
EnV Apartments Garage*	134
108 State Garage*	830
Clare at Water Tower Garage*	600
K2 Garage*	347
Coast at Lakeshore East Garage*	300
Vista Tower Garage*	
Sinclair Garage*	390
NEMA Garage*	
SoBro Garage*	

*denotes garage is part of another structure
APPENDIX

Additional DESMAN Chicago Area Parking Experience



Additional DESMAN Chicago Area Parking Experience



<i>31st Street Harbor Underground Parking Deck</i> Completed 2011, 1,100 cars. Winner of SustainABILITY Leadership Award, Citation of Merit for 2012 from the AIA Chicago.	Chicago, IL
Chicago Police Stations 23 Completed 2010, 360-car garage on 4 levels.	Chicago, IL
Washington and Wells Parking Structure Completed 2010, mixed-use development, 12 level parking structure above ground level retail and a 36 residential tower above.	Chicago, IL e
Wilson Yard Completed 2009, 2-story, 180,000 s.f. Target Store, 178 apartments, spaces and over 30,000 s.f. of other retail and office space.	Chicago, IL 500 parking
Hill Street Parking Garage Completed 2008, 613-car spaces on 6 levels which serves the adjacent constructed retail / office / residential structure to the east	Champaign, IL t.
Chicago Police Station 9 Completed 2008, 225-car garage on 2 levels.	Chicago, IL
Zurich North America Completed 2008, 950 parking spaces on 5 levels, one below grade.	Schaumburg, IL
3730-40 Lake Shore Drive Completed 2007, 150 parking stalls with roof top garden.	Chicago, IL
Village of Arlington Heights Parking Deck Expansion Arl Completed 2007, 370 space expansion (1 level vertical expansion over existing structure & 4 level horizontal expansion over an existing public road.	ington Heights, IL
Rush Copley Medical Center Building and Parking Completed 2007, 486 spaces on 4 supported levels (5 levels total), on-grade connection to Medical Office Building.	Aurora, IL
University Chicago Hospitals (UCH) 61st & Drexel) Completed 2006 (estimated), 1,000 spaces with police/office space	Chicago, IL at grade.
Advocate Lutheran General Hospital – West Parking Structure Completed 2005, 535 spaces.	Park Ridge, IL
Downers Grove Public Parking Facility E Completed 2004, 750-car space, 3-bay wide parking structure on 4 supported levels plus grade. 4 acre-feet of water detention.	Downers Grove, IL
Northeastern Illinois University (NEIU) Completed 2004, 900 spaces, auxiliary serv/police off space at grade	Chicago, IL e.
<i>Advocate Illinois Masonic Medical Center Garage</i> Completed 2004, 476 spaces.	Chicago, IL



										P	8/25/23 reliminary Sche	edule	-						
D.	Task Name	Duration	Start	Finish			October 1				January 1				April	1	1		,
1	Substantial Completion	0 days	Fri 11/22/24	Fri 11/22/24	7/23	9	/3	10/15		11/26		1/7		2/18		3/31		5/12	
2	Ready to Open	0 days	Fri 11/22/24	Fri 11/22/24															
3	Design/PreConstruction Schedule	261 day	s Tue 9/19/23	Tue 10/8/24	Design/PreCons	truction Schedule 💭													
4	Conceptual Design	36 days	Tue 9/19/23	Tue 11/7/23	c	Conceptual Design 💭		11/7											
5	Notice of Award	1 day	Tue 9/19/23	Tue 9/19/23		Notice of Award	9/19												
6	Kick-Off Meeting - Feedback	5 days	Wed 9/20/23	Tue 9/26/23	Kick-Off I	Meeting - Feedback 🛓	9/26												
7	Schematic Design	30 days	Wed 9/27/23	Tue 11/7/23	_	Schematic Desigr	•	11/7											
8	Modify Concept with Village of E.	Dun10 days	Wed 9/27/23	Tue 10/10/23	Modify Concept w	rith Village of E. Dunde	e 10/10												
9	Offer VE & Layout Alts.	20 days	Wed 9/27/23	Tue 10/24/23	_	Offer VE & Layout Alt	s.	10/24											
10	Obtain Geotech/Survey	20 days	Wed 9/27/23	Tue 10/24/23	_	Optain Geotech/Surve	y 	10/24											
11	Issue SD Documents	10 days	Wed 10/25/23	Tue 11/7/23			ssue SD Documents	11/7											
12	Design Development/CDs	95 days	Wed 11/8/23	Thu 4/4/24			Design Developme	ent/CDs								1/4			
13	Design Development Package	25 days	Wed 11/8/23	Thu 12/14/23	-		Design Development	Package		12/14									
14	Design Development Review	20 days	Tue 12/19/23	Fri 1/19/24				Design Dev	velopment R	leview		1/19							
15	Construction/Permit Documents	25 days	Mon 1/22/24	Tue 2/27/24	_				Cons	struction/Per	mit Document	s		2/27					
16	Construction Document Review	20 days	Wed 2/28/24	Thu 3/28/24	_						Constr	uction Docum	ent Review		3/28				
17	Final Estimate and Approval	35 days	Mon 2/5/24	Thu 3/28/24						Fina	al Estimate and	Approval			3/28				
18	Contract Executed	5 days	Fri 3/29/24	Thu 4/4/24										Contract Execut	ed 4	/4			
19	Village of East Dundee / Comed Activ	ties 97 days	Wed 2/28/24	Wed 7/17/24	_					Vil	lage of East Du	indee / Comed	Activities						
20	Village of East Dundee - Commission ComEd Electrical Service Study	40 days	Wed 2/28/24	Thu 4/25/24				Vill	lage of East I	Dundee - Con	nmission ComE	d Electrical Se	rvice Study	+		4/	25		
21	ComEd - Procure Equipment	50 days	Fri 4/26/24	Mon 7/8/24										ComEd	- Procure E	quipment 📩			
22	ComEd - Provide Power to Structure	7 days	Tue 7/9/24	Wed 7/17/24													Cor	mEd - Provide F	ower to
23	Building Full Permit Set	20 days	Fri 3/29/24	Thu 4/25/24									Build	ling Full Permit Se	et 🗨 🗕	4	/25		
24	Village Permit Review/Issuance	20 days	Fri 3/29/24	Thu 4/25/24								V	/illage Perm	iit Review/Issuan	ce *	4/	25		
25	Procurement	130 day	s Fri 4/5/24	Tue 10/8/24										Procure	ement 🛡				
26	Excavation Award	5 days	Fri 4/5/24	Thu 4/11/24										Excavation	Award 📥	∞ 4/11			
27	Site Utilities Award	5 days	Fri 4/5/24	Thu 4/11/24										Site Utilities	Award 🏧	∞ 4/11			
28	Concrete Award	2 days	Fri 4/5/24	Mon 4/8/24										Concrete	Award 🏧	4/8			
29	Masonry Award	10 days	Fri 4/5/24	Thu 4/18/24										Masonry	Award 🏧	4/18			
30	Storefront Award	15 days	Fri 4/5/24	Thu 4/25/24										Storefront	Award 📥	4/	25		
31	Doors/Frames/Hardware Award	10 days	Fri 4/5/24	Thu 4/18/24									Doors/Fi	rames/Hardware	Award 🛣	4/18			
	Critical		Took		b dom		Duration -	nly		Raceline Mil-	estone 🛆	c.	immory		-	vternal Tasks			nactive M4
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											Village of	East Dundee - F	Parking Struct	ure								
												8/25/23 Preliminary Sch	s hedule									
C	Task Name	Duration	Start	Finish	7/23		Octo	ober 1	10/15		11/26	January 1	1/7		2/18	April	1 3/31			5/12		_
32	Elevator Award	15 days	Fri 4/5/24	Thu 4/25/24	1/25		9/5		10/15		11/20		1/7		Elevato	r Award 🐜	3/31	4/25	I			
33	MEP Award	20 days	Fri 4/5/24	Thu 5/2/24											MEP	Award 📥		see 5	\$/2			
34	Generate/Approve Concrete Submittals	20 days	Tue 4/9/24	Mon 5/6/24										Generate/Appr	ove Concrete	Submittals 🖥	<u>-</u>		<u>∞</u> 5/6			
35	Generate/Approve Masonry Submittals & Shop Dwgs	25 days	Fri 4/19/24	Thu 5/23/24									Genera	ate/Approve Ma	sonry Submit	tals & Shop I)wgs			5/23		
36	Generate/Approve Storefront Submittals & Shop Drawings	30 days	Fri 4/26/24	Fri 6/7/24									Genera	te/Approve Stor	efront Submit	tals & Shop	Drawings				<u>⊪</u> 6/7	
37	Generate/Approve	40 days	Fri 4/19/24	Fri 6/14/24									Generate	Approve Doors,	/Frames/Hard	ware Submi	rtals 📥				۴ 🖚	5/14
38	Generate/Approve Elevator Submittals	40 days	Fri 4/26/24	Fri 6/21/24	_									Gen	erate/Approv	e Elevator S	ubmittals					
39	Generate/Approve Site Utilities	20 days	Fri 4/12/24	Thu 5/9/24								Gene	erate/Approv	e Site Utilities Su	bmittals & Sh	op Drawings			5/9			
40	Generate/Approve HVAC Plumbing	30 days	Fri 5/3/24	Fri 6/14/24									Generat	e/Approve HVA	C Plumbing Su	bmittals & S	hop Drawir	ngs 🐱				5/14
41	Generate/Approve Electrical	30 days	Fri 5/3/24	Fri 6/14/24	_							Gen	nerate/Appro	ve Electrical Equ	ip/Lighting Su	bmittals & S	hop Drawir	ngs 🐱			E	5/14
42	Fabricate Rebar/PT	15 days	Tue 5/7/24	Tue 5/28/24												Fal	oricate Reba	ar/PT	+	5/28	;	
43	Procure Masonry	15 days	Fri 5/24/24	Fri 6/14/24													P	Procur	e Masonry	*		5/14
44	Fabricate Storefront	60 days	Mon 6/10/24	Tue 9/3/24	_														Fabricate !	Storefron	t	
45	Fabricate Door Frames	30 days	Mon 6/17/24	Mon 7/29/24															Fabricat	e Door Fr	ames	
46	Fabricate Doors & Hardware	60 days	Mon 6/17/24	Tue 9/10/24	_												l	Fa	bricate Doo	ors & Hard	lware	-
47	Fabricate Elevator	, 70 days	Mon 6/24/24	Tue 10/1/24																Fabricat	e Eleva	tor
48	Procure Site Utilities materials	25 days	Fri 5/10/24	Fri 6/14/24												Procure Site	Utilities m	ateria	ls 💆			5/14
49	Procure HVAC Equipment	80 days	Mon 6/17/24	Tue 10/8/24	_														Procure HV	/AC Equip	ment	,
50	Electrical Equipment/Fixture Procureme	e60 days	Mon 6/17/24	Tue 9/10/24													Electrical E	Equipr	nent/Fixture	e Procure	ment	<u>.</u>
51	Construction	148 days	Fri 4/26/24	Fri 11/22/24												Cons	struction 🖷	, -				_
52	Site Mobilization - Fencing/Trailers/Protect Adjacent Trees to	4 days	Fri 4/26/24	Wed 5/1/24								Site N	Mobilization -	Fencing/Trailers	s/Protect Adja	cent Trees t	o Remain 🛓	5,	/1			
53	Initial Demo/Relocate Utlities	10 days	Thu 5/2/24	Wed 5/15/24											Initi	al Demo/Rel	ocate Utliti	ies 📥		5		
54	Excavation & ERS at Adjacent Building	7 days	Thu 5/16/24	Fri 5/24/24											Exc	avation & EF	S at Adjace	ant Bui	ilding 📥	<mark>₽-5</mark> /24		
55	Excavate Grade Site - Footings/Foundation	n 15 days	Tue 5/28/24	Mon 6/17/24											E	xcavate Grad	Je Site - Foc	otings/	/Foundation	15		6/1
56	Foundations/Bsmt Walls	15 days	Tue 6/4/24	Mon 6/24/24													F	[:] ounda	itions/Bsmt	Walls		_
57	Underground Utilites - North	8 days	Tue 6/18/24	Thu 6/27/24														Ur	nderground	Utilite <mark>s -</mark>	North	••••••
58	North Slab on Grade - Pour 1	5 days	Tue 6/25/24	Mon 7/1/24															North Sla	b on Grad	de - Pou	ır 1
59	North Deck Level 02 - Pour 2	5 days	Tue 7/2/24	Tue 7/9/24															Nort	th Deck Le	evel 02	- Po
60	Underground Utlities South	5 days	Wed 7/10/24	Tue 7/16/24																Underg	round l	Utlit
61	South Slab on Grade - Pour 3	3 days	Wed 7/17/24	Fri 7/19/24																Sout	th Slab	on
62	South Deck Level 02 - Pour 4	4 days	Mon 7/22/24	Thu 7/25/24																:	South D)eck
63	South Deck Level 03 - Pour 5	3 days	Fri 7/26/24	Tue 7/30/24																	Sout	h De
	Critical		Task		Manual Ta	ask 👘		Duration-only			Baseline M	ilestone 🛇		Summary		E)	ternal Task	<s< td=""><td></td><td></td><td>Inactive</td><td>e Mil</td></s<>			Inactive	e Mil
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	Critical Progress		Task Pr	ogress	Finish-only	y 🕽		Baseline Split		•••••	Summary P	rogress		Project Summar	y V	V In	active Task				Deadlin	e
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D Task	Namo								Freuminary Schedule				
	Name	Duration	Start	Finish		October 1			January 1			April 1	
64 Er	oundations - Far South Fast Corner	5 days	Wed 7/17/2/	Tue 7/23/24	7/23	9/3	10/15	11/26	1	L/7	2/18	3/31	5/12 Foundations - Far Sout
		5 uuys	Weu //1//24	100 7723724									
65 Ur	nderground Utilities - Far South East Corr	3 days	Wed 7/24/24	Fri 7/26/24									Underground Utilities - Far
56 St	tone Base - Far Sout East Corner	3 days	Mon 7/29/24	Wed 7/31/24									Stone Base
67 A:	sphalt - Far South East Parking on Grade	3 days	Thu 8/1/24	Mon 8/5/24									Asphalt - Far South
68 Ba	ackfill Exterior	3 days	Wed 7/24/24	Fri 7/26/24									
69 CI	MU at Shaft Walls/Stairs/Util Rooms	15 days	Wed 7/31/24	Tue 8/20/24									CMU at Shaft W
70 M	1EP/FP Rough-in	30 days	Wed 7/31/24	Wed 9/11/24									
71 Bi	rick Veneer	15 days	Wed 8/21/24	Wed 9/11/24									
72 R(oof/Coping Installation	6 days	Thu 9/12/24	Thu 9/19/24									
73 St	torefront Installation	12 days	Fri 9/20/24	Mon 10/7/24									
74 El	levator Installation	20 days	Tue 10/8/24	Mon 11/4/24									
75 El	lectrical Trim/Lighting/Light Poles	20 days	Thu 9/12/24	Wed 10/9/24									
76 H'	VAC/Plumbing Trim	10 days	Wed 10/9/24	Tue 10/22/24									
77 Ff	P Trim and Test	15 days	Thu 9/12/24	Wed 10/2/24									
78 G	uard Rails/Barriers	5 days	Tue 8/6/24	Mon 8/12/24									
79 Tr	raffic Coating/Sealant	4 days	Wed 8/21/24	Mon 8/26/24									
80 51	trining	, 3 days	Tue 8/27/24	Thu 8/29/24									
		5 duys		110 0/23/24									
31 Do	oors/Frames/Hardware Install	2 days	Wed 9/11/24	Thu 9/12/24									
32 In	nterior Painting	5 days	Fri 9/13/24	Thu 9/19/24									
83 Ex	xterior Painting	10 days	Tue 10/8/24	Mon 10/21/24									
84 Cr	ode Required Signage	1 day	Fri 9/20/24	Fri 9/20/24									
85 W	/ayfinding Signage	1 day	Fri 9/20/24	Fri 9/20/24									
86 A	wning Installation	2 days	Tue 10/22/24	Wed 10/23/24									
87 G	C Internal Punch list	4 days	Tue 11/5/24	Fri 11/8/24									
88 C	ity Inspections-GC Turnover	10 days	Mon 11/11/24	Eri 11/22/24									
89 R/	eady to Open	0 days	Fri 11/22/24	Fri 11/22/24									
90 Site	work/ Lot Restoration	44 days	Mon 7/29/24	Fri 9/27/24									Site w
01		10.1		5:000									In
97 IN	Istall Electrical Service	10 days	Won 7/29/24	Fri 8/9/24									in: Wate
93 I.	notall Curbs	TO Udys	Thu 0/12/24	Wed 9/18/24									wate
94 In		J udys	Thu 9/12/24	Fri 9/27/24									
24 In		/ days	inu 9/19/24	FII 9/2//24									
95 Ag	sphalt Restoration	2 days	rhu 9/19/24	Fri 9/20/24									
96 La	andscape	5 days	Mon 9/23/24	Fri 9/27/24									

Critical Progress Task Progress Finish-only

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Page 3

Baseline Split Summary Progress Project Summary Vice Task

Deadline













BASE OPTION PARKING COUNT								
LEVEL	STND	ADA	EV	TOTAL				
GRADE LEVEL	28	4	2	34				
SECOND LEVEL	86	2	-	88				
ROOF LEVEL	41	-	-	41				
TOTAL	155	6	2	163				

MCHUGH | DESMAN





BASE OPTION PARKING COUNT								
LEVEL	STND	ADA	EV	TOTAL				
GRADE LEVEL	28	4	2	34				
SECOND LEVEL	86	2	-	88				
ROOF LEVEL	41	-	-	41				
TOTAL	155	6	2	163				











A202 SCALE: 1/16" = 1'-0"



NCHUGH | DESMAN





APPENDIX







APPENDIX



SAMPLE CONTRACT

RAFT AIA Document A141° - 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the « » day of « » in the year 2023 (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

Village of East Dundee 120 Barrington Avenue East Dundee, Illinois 60118 Attn:

and the Design-Builder: (Name, legal status, address and other information)

James McHugh Construction Co. 1737 South Michigan Avenue Chicago, Illinois 60616 Attn: Andrew Totten

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

Downtown East Dundee Parking Structure Design and construct a two-level parking structure located in the downtown district of East Dundee

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.





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- 15 **MISCELLANEOUS PROVISIONS**
- 16 SCOPE OF THE AGREEMENT
- TABLE OF EXHIBITS
- **DESIGN-BUILD AMENDMENT** Α
- В **INSURANCE AND BONDS**
- С SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.) Conceptual and final design and construction of a two-level parking structure to provide parking and to reflect and compliment other buildings in the East Dundee downtown district.

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

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(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Attachments A and B to RFP

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Attachments C and D to RFP.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141[™]_2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below: (*Provide total for Owner's budget, and if known, a line item breakdown of costs.*)

TBD

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

TBD

.2 Submission of Design-Builder Proposal:

TBD

.3 Phased completion dates:

TBD

.4 Substantial Completion date:

TBD

.5 Other milestone dates:

TBD

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:



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(List name, legal status, address and other information.)

.1 Architect TBD .2 Consultants TBD .3 Contractors TBD § 1.1.9 Additional Owner's Criteria upon which the Agreement is based: (Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.) TBD § 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. § 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict. § 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6. § 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM_2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling, § 1.2 Project Team § 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1: (List name, address and other information.) TBD § 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows: (List name, address and other information.) TBD § 1.2.3 The Owner will retain the following consultants and separate contractors: (List discipline, scope of work, and, if known, identify by name and address.) TBD § 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2: (List name, address and other information.)

James McHugh Construction Co. 1737 South Michigan Avenue Chicago, Illinois 60616 Attn: Andrew Totten

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§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [] Arbitration pursuant to Section 14.4
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

TBD

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

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

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Individual or Position

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§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

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- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of five percent (5%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice within 30 days. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder. (Insert rate of monthly or annual interest agreed upon.)

10% (ten percent)

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT § 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

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§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

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§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranty and repair obligations owed by any Contractor to Design-Builder shall also be deemed to be owed to Owner. All warranties issued to Design-Builder by any Contractor or Subcontractor of any tier shall be assigned to Owner upon Substantial Completion. Such an assignment of warranties to Owner shall be deemed to automatically occur and shall not require further action on behalf of Owner, Design-Builder, Contractor, or Subcontractor. Design-Builder and Owner shall both have the right to enforce any warranty required by the Contract Documents. To the extent the Contract Documents require a specific warranty, Design-Builder shall take all reasonable steps to obtain such a warranty, but if the specified warranty is not reasonably commercially available, Design-Builder shall provide the warranty offered or available from the Contractor or Subcontractor.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner

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of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- assignment is effective only after termination of the Contract by the Owner for cause, pursuant to .1 Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor designbuilder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor designbuilder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or

phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- a preliminary schedule, which shall include proposed design milestones; dates for receiving .3 additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following: (List additional information, if any, to be included in the Design-Builder's written report.)

TBD

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan:
- .3 Building plans, sections and elevations;
- Structural system; .4
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters. Nothing in this paragraph shall be construed to limit Design-Builder's ability to delegate such obligations to others though it is understood that Owner shall be entitled to rely upon Design-Builder's services.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. Any pricing shall include tariff costs and tax interpretations known as of the date of this Agreement, but to the extent any governmental entity imposes new tariffs or interprets laws allowing tariffs or taxes differently than it has as of the date of this Agreement, such a new tariff or interpretation shall require an equitable adjustment to the Amendment pricing to reflect the increased cost due to the tariff for new tax interpretation.

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§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Owner shall be responsible for any zoning and special use permits as well as the "certificate of appropriateness" reflecting any historic standards. The Owner shall also reasonably cooperate in the Design-Builder's efforts to obtain the building permit.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances: and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

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§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site, or electronically, for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or

operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-.2 Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed:
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or

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elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. Unless the Submittal is unusual in nature, "reasonable promptness" is understood to be withing five (5) days. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

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§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 The Contract Time shall be extended by Change Order if the Design-Builder is delayed at any time in the commencement or progress of the Work by (a) an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner (all of this subsection (a) shall collectively be defined as "Compensable Delay"); or by (b) labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay (all of this subsection (b) shall collectively be defined as "Excusable Noncompensable Delay").

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 Design-Builder shall only be entitled to additional monetary compensation for Compensable Delay and Design-Builder's sole remedy for Excusable Noncompensable Delay shall be an extension of the Contract Time.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify

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the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- defective Work, including design and construction, not remedied; .1
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment to Design-Builder within thirty (30) days..

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled under their agreement with Design-Builder, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants,

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Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, or timely pay Design-Builder, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use ...

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities,

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damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) asconstructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- employees on the Work and other persons who may be affected thereby; .1
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

Nothing in this paragraph shall be construed to limit Design-Builder's ability to delegate such obligations to others though it is understood that such delegation shall not limit Design-Builder's liability or indemnity obligations to Owner.§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, 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 notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10,2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

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polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

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§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build 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 any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 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.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed

as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect. Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment § 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- Issuance of an order of a court or other public authority having jurisdiction that requires all Work to .1 be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, .4 reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a .1 reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- that performance is, was or would have been so suspended, delayed or interrupted by another cause .1 for which the Design-Builder is responsible; or
- that an equitable adjustment is made or denied under another provision of the Contract. .2

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and.
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written

response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for

review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

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§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- AIA Document A141TM-2014, Standard Form of Agreement Between Owner and Design-Builder .1
- .2 AIA Document A141TM–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141TM-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141TM–2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

.6 Other:

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

DESIGN-BUILDER (Signature)

« »« » (Printed name and title)

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McHUGH

East Dundee Parking Structure		
Design-Build Proposal - August 25, 2023	SUMMARY	Stalls
		163
	<u> </u>	100
	\$ 92.252	\$ 566
DIVISION 02 - EXISTING CONDITIONS	\$ 21,465	\$ 000 \$ 132
DIVISION 03 - CONCRETE	\$ 2.648.281	\$ 16.247
DIVISION 04 - MASONRY	\$ 261.652	\$ 1.605
DIVISION 05 - METALS	\$ 158.177	\$
DIVISION 06 - WOOD, PLASTICS AND COMPOSITES	\$ 105.653	\$ 648
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	\$ 187,793	\$ 1,152
DIVISION 08 - OPENINGS	\$ 142,968	\$ 877
DIVISION 09 - FINISHES	\$ 76,261	\$ 468
DIVISION 10 - SPECIALTIES	\$ 22,946	\$ 141
DIVISION 11 - EQUIPMENT	not applicable	
DIVISION 12 - FURNISHINGS	not applicable	
DIVISION 13 - SPECIAL CONSTRUCTION	not applicable	
DIVISION 14 - CONVEYING EQUIPMENT	\$ 99,273	\$ 609
DIVISION 21 - FIRE SUPPRESSION	\$ 120,738	\$ 741
DIVISION 22 - PLUMBING	\$ 147,354	\$ 904
DIVISION 23 - HEATING, VENITLATING, AND AIR CONDITIONING (HVAC)	\$ 47,238	\$ 290
DIVISION 26 - ELECTRICAL	\$ 270,990	\$ 1,663
DIVISION 27 - COMMUNICATIONS	in electrical	
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	in electrical	
DIVISION 31 - EARTHWORK	\$ 617,105	\$ 3,786
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$ 95,222	\$ 584
DIVISION 33 - UTILITIES	\$ 105,713	\$ 649
DESIGN FEES	\$ 228,008	\$ 1,399
BUILDING PERMITS	by owner	
COMED SERVICE ENGINEERING AND INSTALLATION	by owner	
GENERAL CONDITIONS	\$ 353,255	\$ 2,167
INSURANCE AND COST OF RISK	\$ 79,685	\$ 489
PERFORMANCE AND PAYMENT BOND	\$ 45,880	\$ 281
WARRANTY BOND	\$ 1,818	\$11
FEE	\$ 444,593	\$ 2,728
TOTAL	\$ 6,374,317	\$ 39,106

ALTERNATE PRICING

ADD to include tax on permanently installed materials	\$	113,702	
ADD to provide elevated parking over surface lot, includes roof over stair; 24			
additional stalls, approx. 7,200 SF	\$	784,794	
ADD to provide CCTV system	\$	40,046	
ADD infrastructure for two additional electric vehicle charging stations (infrastructure for two charging stations included in base bid)	\$	11,778	
ADD to provide photovoltaic solar shade structure over rooftop parking	TBD		

This document and the information contained within it represent confidential, proprietary and trade secret information of James McHugh Construction Co. This document and its information are shared with the understanding and agreement of the recipient that they are at all times to be used and maintained in confidence, are to be shared with members of the recipient's project team on a strict need-to-know basis, and shall not be disclosed to third parties without the express permission of McHugh.



EAST DUNDEE PARKING STRUCTURE DESIGN-BUILD PROPOSAL CLARIFICATIONS – DATED AUGUST 25, 2023

McHugh Construction's **Design-Build Proposal** for the **East Dundee Parking Structure at 100 N River Street, East Dundee, IL** is based upon the **Request For Proposal** dated **June 14, 2023**, **McHugh's Design-Build Proposal** package dated **August 25, 2023**, and the clarifications stated below.

General Clarifications

- 1. **Proposal** is based solely on the following documents:
 - a. Request For Proposal prepared by Village of East Dundee, dated June 14, 2023;
 - b. Geotechnical Investigation Report, prepared by Soil and Material Consultants, Inc, dated April 07, 2023;
 - c. Topographic Survey prepared by Gerald L. Heinz & Associates, Inc., dated January 20, 2023;
 - d. Addendum Memorandum prepared by Gerald L. Heinz & Associates, Inc., dated July 28, 2023;
 - e. Addendum Memorandum with Email prepared by Gerald L. Heinz & Associates, Inc., dated August 08, 2023;
 - f. Conceptual Drawings prepared by Desman, dated August 2023;
- 2. Proposal is based upon a April 2024 construction start.
- 3. Proposal **does not** include sales tax.
- 4. Our proposal is based on all ComEd service costs to be paid by the owner as ComEd will not provide this cost until the facility owner enters into a service engineering agreement.
- 5. We are relying on the owner provided Geotech report and soil borings. We have not included the cost for further Geotech services.
- 6. Environmental studies and reports are not included.
- 7. Proposal does not include an add alternate to provide photovoltaic shade structures over the rooftop parking at this time. We would expect the Village of East Dundee to enter into a service contract with an approved vendor, that vendor would provide the design, furnishing and installation as part of their agreement with the Village.
- 8. The owner must provide a plat of survey for the property.
- 9. Proposal does not include fasteners less than 1/2" in diameter in compliance with Illinois Steel Procurement Act as manufacturers cannot meet this requirement.
- 10. We have included 5 lost weather days in our construction schedule.
- 11. Proposal does not include the following customary Owner related costs/expenses:
 - a. Special or hazardous or classified material testing, handling, disposal or remediation.
 - b. Cost to modify any systems or structures for publicly or privately-owned utilities or entities located outside of the property lines or utilities that are attached to any surrounding structures.
 - c. We have included an allowance of \$20,000 for removal of piles, asphalt, old foundations or other underground obstructions
 - d. Conditions identified in the geotech report shall not constitute a specifically identified condition at any location other than at that particular boring or location. Generalizations made about site conditions shall not constitute a specifically identified condition.
 - e. Utility relocation cost and fees as required.

12. Proposal recognizes that MBE/WBE/DBE Participation and Local/Preferential Hiring are to be considered. We will work in good faith to identify and engage certified DBE firms for this project. This process will evolve as the design and scope is further developed with the Village of East Dundee to fulfill DBE participation.

Insurance, General Contractor's Bonds & Safety

13. Proposal does not include the requirement on page 16 of the RFP under the General Requirements-Additional Insured the Owner is requiring that VOED et al be added as an additional insureds on the Professional Liability policy. This requirement cannot be met by any RFP respondent. Professional liability policies do not add third parties as additional insureds.

Permits / Codes / City / Utilities

- 14. Contractor shall coordinate with Owner and utility companies and shall use its best efforts to obtain service in accordance with the project schedule requirements but shall not be responsible for delays or resulting costs incurred if the temporary or permanent utility work is not completed when required by Contractor.
- 15. Proposal does not include cut-off/relocation fees for any existing utilities (water, sewer, telephone / data or electrical etc.).
- 16. Contractor **has** included costs for temporary utility consumption costs during construction. Temporary and Permanent power service (ComEd) to be supplied by Owner. At the time of substantial completion or beneficial occupancy the utility cost will become the responsibility of the Owner.

LEED/Sustainability

17. Proposal does not include costs to meet sustainability requirements unless clearly specified in the documents – no requirements provided.

Divisions 2, 31-33

- 1. Proposal assumes that the excavated material on site is free of contamination and will be accepted by landfills non-hazardous non special waste. Geotechnical report did not indicate the existence of any soil requiring remediation, special disposal, or environmental fees. No contaminated soil remediation included.
- 2. Proposal does not include the cost to relocate any existing utilities. We will protect any existing utilities that are not in conflict with the proposed construction.
- 3. Proposal includes excavation to design subgrade only. Proposal does not include any undercut of unsuitable soils. Any unsuitable soil would be handled as an additional cost.
- 4. Proposal includes earth retention as required to protect adjacent properties.
- 5. Proposal does not include removal of existing living trees on adjacent sites unaffected by this scope of work, however, these trees may be damaged by earthwork occurring within the project site
- 6. Proposal anticipates that the Owner will assume all responsibility for existing hazardous materials, contaminated soils, underground storage tanks, asbestos, etc., and the associated disposal costs and documentation. The Owner will be identified as the generator of record on waste manifests if hazardous materials are encountered.
- 7. Proposal assumes existing buildings on the southwest corner of the site are on shallow foundations and do not have basements.
- 8. Proposal assumes existing domestic water utility is available for tap on Hill Street.
- 9. Proposal assumes existing storm water line is available for tap on River Street.
- 10. Proposal includes new concrete sidewalk with tactile tiles tie-ins at the southeast corner of Hill St. and River St only; no crosswalks or sidewalks at or to the other three street corners are included.

This document and the information contained within it represent confidential, proprietary and trade secret information of James McHugh Construction Co. This document and its information are shared with the understanding and agreement of the recipient that they are at all times to be used and maintained in confidence, are to be shared with members of the recipient's project team on a strict need-to-know basis, and shall not be disclosed to third parties without the express permission of McHugh.

Division 3

- 1. Owner acknowledges that exposed concrete elements of the project will exhibit normal cracking and that despite architectural details that include various measures to prevent water migration into the building, water may nevertheless migrate into the building and that Contractor is not responsible for water migration through these concrete cracks unless the cracks and water migration were caused solely by Contractor's deficient construction.
- 2. Proposal anticipates standard grey cement for all concrete.

Division 4

- 1. Proposal includes a brick/masonry veneer as utility brick sizing in standard colors.
- 2. Proposal includes CMU (painted) in lieu of brick cladding on the elevator shaft at the inside of the vestibule.

Division 14

1. Proposal does not include elevator materials in compliance with Illinois Steel Procurement Act as the elevator manufacturers cannot meet this requirement.

MEP/FP General

1. Proposal anticipates that the MEP/FP trades will be design-build, and the MEPFP subcontractors will provide Permit Drawings. The Design-Build subcontractors will be the Engineers of Record.

Divisions 15, 21, 22, and 23

Fire Protection

- 1. Proposal is based on a design-build fire protection system with entire building to be provided with sprinkler protection.
- 2. Proposal includes a Dry Pipe Type System with (2) Automatic Dry Standpipes.

<u>Plumbing</u>

- 1. Proposal includes a Triple Oil Basin.
- 2. Proposal includes an Elevator Pit Sump Pump.
- 3. Proposal includes Hose Bibs on each level.

Divisions 16, 26, 27, and 28

Electrical

- 1. Proposal includes ceiling mounted garage high bay LED fixtures with occupancy sensors, lighting at stairwells, back of house lighting, Exterior Decorative Type lighting, Pole Mounted lighting with single and double heads with nuisance light limiting hoods, and Battery Pack Exit Signs.
- 2. Proposal includes one empty 4" PVC conduit to property line for Low Voltage service.
- 3. Proposal includes a code compliant Fire Alarm system in full conduit.
- 4. Proposal includes conduit and power provisions to two (2) 1st floor EV car charger locations.



LET'S REDEFINE POSSIBLE

VILLAGE OF EAST DUNDEE

PROPOSAL FOR DESIGN-BUILD DOWNTOWN EAST DUNDEE PARKING STRUCTURE

08.25.23

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Appendix B	Design-Build Team Resumes
Appendix C	Mortenson Design-Build Contract



Chicago Office 300 Park Blvd. Suite 100 Itasca, IL 60143 847-981-8600 www.mortenson.com/chicago

RE: Design-Build Downtown East Dundee Parking Structure

Dear Mr. Heinz,

Mortenson is pleased to submit our proposal for design-build services for the Village of East Dundee Downtown Parking structure. We are confident that our team brings the ingenuity and expertise required to successfully deliver this project. We combine our company's national expertise in parking-related projects including those within urban locations as well as our local presence and experience building public projects in Illinois. Our design-partner, **Walker Consultants** brings a robust portfolio of innovative parking solutions including parking garages for local municipalities.

In our proposal, we are excited to present a Pre-Cast parking garage solution that maximizes parking and minimizes schedule, while limiting disruptions to your downtown. Our highly-skilled, collaborative team with both design and construction professionals developed a **cohesive garage that blends in with the surrounding buildings while offering 117 number of parking stalls for the Village of East Dundee.** As an experienced design-builder, we have a design and construction process that allows the Village to be included every step of the way at a involvement level that fits your needs. We are excited to work with the Village of East Dundee and transform the parking experience!



DEEP UNDERSTANDING OF PARKING STRUCTURES

The Mortenson Design Build team is ready to serve the Village of East Dundee with innovative, schedule driven solutions. Mortenson and Walker successfully delivered the Glen Ellyn Parking Garage, a **PCI Award Winner**, and we are excited to bring the same level of professional experience to the Village of East Dundee.



TRACK RECORD OF DESIGN-BUILD SUCCESS

Through Mortenson's dedication to the Design-Build Institute of America (DBIA), our track record of consistently placing in the **top 20 Design-Build firms in the nation**, and delivering more than 800 projects totaling over \$13 billion worth of work, we are confident we are the right partner with the right technical expertise to ensure the project's success.



'NO SURPRISES' APPROACH TO CONSTRUCTION

We understand downtown parking is at a premium and deliver an **effective schedule** that minimize the design construction time. Our selected structural system reduces on-site work to **remove disruptions** to your downtown. We pride ourselves in communication and ensure there will be no surprises to your downtown business during construction.

We appreciate the opportunity to propose on this exciting project to enhance the downtown East Dundee experience. Should you require any additional information, please contact me at 847.472.8131 or sheryl.vananne@mortenson.com.

Sincerely,

Shevy / Vant

Sheryl Van Anne Vice President & General Manager *Authorized Officer of the Firm* Mortenson

Mortenson acknowledges we received RFI responses / additional clarifications on 8/3/2023, 8/8/2023, and 8/21/2023 via email from Joseph Heinz.



DESIGN-BUILD TEAM



A PROVEN DESIGN-BUILD TEAM



MORTENSON / A NATIONAL FIRM WITH LOCAL ROOTS



Mortenson is a family-owned, privately-held corporation. Founded in 1954, we remain grounded through our purpose to build structures and facilities for the advancement of modern society with the goal of serving our customers better than anyone else.

We have grown to over 6,500+ team members with project operations extending across the nation and select international locations, remaining one of the largest and most respected Midwestern contractors. With annual revenues of \$4.9 billion, we are currently recognized as the 22nd largest contractor in the nation according to Engineering News-Record (ENR).

Mortenson's Chicago office was founded in 2000, but our first project in Illinois predates that by 13 years to the construction of the Harold Washington Library. Since then, we have built more than 250 projects in Illinois and Indiana. Our strong reputation with the local subcontracting community translates into the best pricing and highest quality for our customers.

Our Chicago team includes a large number of union tradespersons, who provide us with a strong self-perform capability as a means to best serve our customers and also better understand the construction process.

Our ability to more deeply comprehend the process also helps to ensure the highest level of quality from our trade partners and assists with the management of fast-tracked and phased project schedules.



THE MORTENSON- WALKER DESIGN-BUILD TEAM RECENTLY COMPLETED THE AWARD-WINNING VILLAGE OF GLEN ELLYN PARKING STRUCTURE





WALKER CONSULTANTS

Established in 1965 as a structural engineering firm, Walker Consultants began to specialize in parking design and consulting, and by the 1980s became the leading parking consulting firm in the United States.

With today's rapidly changing landscape of ride apps, new mobility optiosns, autonomous and electric vehicles, and sustainability, parking facilities must be designed with flexibility to accommodate new usage patterns and vehicle characteristics. Throughout all this change, they must still be designed to be efficient, user-friendly, durable, and costeffective. This begins with studying and understanding the requirements of the Village of East Dundee's facility users today and in the future.

Parking structures shouldn't be an afterthought, especially in a downtown environment where parking is a scarcity. Walker's experience with structural and architectural systems results in attractive, functional facilities that exceed industry standards and are architecturally supportive of any development.

Walker's creative professionals, backed by more than 55 years of experience, will craft a facility that will function well today and decades into the future.

CAGE ENGINEERING

CAGE is a full-service engineering consulting firm, offering comprehensive professional engineering, survey, and construction management services. CAGE is licensed and registered in fourteen states with offices strategically located in Arizona, Illinois, Colorado, and North Carolina. Their staff consists of professional engineers, construction managers, and surveyors, and our current client base covers commercial, mixed use, industrial, residential, retail, and institutional market sectors.

CAGE offers development solutions for a wide variety of projects with services ranging from planning and conceptual design through final engineering design and construction management. CAGE's professional staff is dedicated to being good stewards of our client's project funds and mindful of the most efficient and cost-effective designs, while also driving the project to completion to generate success for all project stakeholders. 01. DESIGN-BUILD TEAM



LANDSCAPE ARCHITECTURE | SURVEY | GEOTECHNICAL | SAFETY | QUALITY | BIM/VDC | ENGINEERS



A HIGHLY COLLABORATIVE TEAM BRINGING YOU VALUE THROUGH DESIGN & CONSTRUCTION

DESIGN-BUILD TEAM LEADER



CANDACE SMALLAIA,

ASSOCIATE DBIA's unique background as a licensed architect makes her a great fit to lead the preconstruction efforts of East Dundee parking garage. Her experience with driving the Village of Glen Ellyn zoning and permit process will be instrumental to meet the project schedule.

She will work closely with the Village of East Dundee, Grace, and Ray to see the project from concept to the ribbon cutting.

Time dedicated to this project: 50% Design / 20% Construction

ing.

INNOVATIVE PROBLEM SOLVER



GRACE DUCHAJ PE, SE, will lead the design team from initial design concepts through contract administration. Her attention to detail and technical input throughout the project is critical for this project's success. Grace has previous experience working with Mortenson at the

Village of Glen Ellyn Parking Garage. Other notable projects include Maple Street Commuter Parking in Mount Prospect and the Illinois State Capitol Complex Underground Parking Structure.

Time dedicated to this project: 75% Design / 25% Construction



DETAIL-ORIENTED PROJECT MANAGER



RAY BECKMAN PE's leadership skills on multiple projects have garnered him high praise from our customers and partners. With a reputation for being a great listener, detail orientated, and focused, he will consistently exceed your expectations. Ray and Dan have successfully completed numerous projects

with a strong jobsite culture together. Ray served as the Project Manager at the Village of Glen Ellyn Parking Garage.

Time dedicated to this project: 20% Design / 50% Construction



JOB SITE CULTURE LEADER



DAN ROSENBURG's experience as a carpenter allows him to truly understand the field operations. For the Village of East Dundee, he will leverage his experience with concrete, sequencing of operations, and leadership skills to create an orderly jobsite. Dan's

communication skills and ability to work with the local neighbors were an asset to the Village of Glen Ellyn and will be to East Dundee as well.

Time dedicated to this project: 20% Design / 100% Construction



STRUCTURAL DESIGN EXPERTISE



RASHID AHMED PE, SE's

leadership is exhibited through his role as the Chief Engineer at Walker Consultants where he oversees the structural engineering for the Chicago office. Drawing upon his 30 years of experience, he is able to develop innovative solutions

for every customer. For the Village of East Dundee, Rashid will work closely with the team to maximize the available space to provide a cost-effective innovative structural solution.

Time dedicated to this project: 75% Design / 25% Construction



CREATIVE ARCHITECTURAL IDEAS



is a licensed architect who will focus on creative architectural solutions for the East Dundee parking structure. He

CHRIS MORECRAFT AIA.

understands the ins and outs of concrete and precast construction, and the Village of East Dundee can count on Chris to

deliver a parking garage that blends seamlessly into the surrounding community.

Time dedicated to this project: 75% Design / 25% Construction





A HIGHLY COLLABORATIVE TEAM BRINGING YOU VALUE THROUGH DESIGN & CONSTRUCTION

RIGHT-SIZED MEP SOLUTIONS



JOE JUZWIAK PE, understands the importance of MEP systems in a parking garage. As a professional lighting designer and engineer, he is devoted to providing cost effective solutions that are maintainable by local municipalities. Joe's depth of knowledge through the 100+

Walker parking garage projects he has worked on will allow him to create the best solution for the Village of East Dundee. His knowledge will be invaluable to the team.

Time dedicated to this project: 75% Design / 25% Construction



CLIENT-FOCUSED CIVIL ENGINEER



CLAUDIA WELP PE, is a skilled civil engineer with experience in all aspects of design including stormwater, site grading, sanitary sewer design, as well as permitting local and state agencies. Claudia's skill set will complement the Walker and Mortenson

team to create a successful project for the Village of East Dundee. Recently, Claudia worked on the Wind Creek Casino parking garage with Walker.

Time dedicated to this project: 75% Design / 25% Construction



LONGEVITY ASSURANCE



DAN MOSER PE, SE, is a problem solver who will work with the East Dundee team to ensure the correct structural solution is selected. Dan has extensive experience evaluating parking garage durability, maintenance, and restoration solutions. Dan

served as a technical expert for the Village of Glen Ellyn parking garage and recently served as the the Structural Engineer of Record for the Dundee Music building rehabilitation which saved the historic building from potential demolition.

Time dedicated to this project: 10% Design / 10% Construction



ESTIMATING ACCURACY



DENNIS MCGREAL, has been a steady force during the recent times of pricing uncertainty. His 30+ year career in the industry has been focused on costs within the built environment and he has developed a track record for insightfulness, thoroughness, and pricing

accuracy that cannot be matched. Dennis digs into the details to understand each project to provide custom, innovative, and unique cost solutions.

Time dedicated to this project: 20% Design / 10% Construction



OVERSIGHT + GUIDANCE



VP & GM Sheryl Van Anne





VP & MANAGING PRINCIPAL Bradley Navarro PE





PRINCIPAL Fred Thaete PE CAGE CAGE expectations are f long and successf has never faced a to solve and is exc

Our design-build team leadership is always available to the project teams and will engage as needed throughout the project. They will provide oversight and guidance, ensure that the project is properly staffed, and that your expectations are fully met. Their leadership is based on a long and successful track record in the industry. This team has never faced a project challenge they haven't been able to solve and is excited to work with East Dundee.

A HIGHLY COLLABORATIVE TEAM BRINGING YOU VALUE THROUGH DESIGN & CONSTRUCTION



FNGINFFRING INC

RUBINO ENGINEERING

Rubino Engineering is a 100% Women-Owned business established in 2009 and located in Elgin, IL providing Geotechnical Engineering services. Signatory to Local 150, Rubino performs subsurface exploration through onsite borings and soil sampling as well as lab testing and preparation of the Geotechnical Report. Rubino is a Registered Illinois Professional Design Firm with staff members holding a Professional Engineer license in the State of Illinois. Mortenson and Walker have successfully completed numerous projects with Rubino Engineering, including The Village of Glen Ellyn Parking Garage.





DESIGN-BUILD TEAM CAPABILITIES


VILLAGE OF GLEN ELLYN PARKING STRUCTURE Glen Ellyn, IL



Description

- ► 2022 PCI Design Award for Best All-Precast Concrete Parking Structure
- Mortenson led a design-build team with Walker to complete this new public parking garage located directly behind the Village of Glen Ellyn Civic Center.
- The new garage accommodates 285 stalls within a five-level structure; four stories above-grade and one below.
- To provide better access between the new parking garage and the businesses downtown, two adjacent buildings were demolished to make way for a new pedestrian plaza.
- Architectural precast panels with in-laid brick tiles and simulated limestone were designed to help preserve the Village's rich historic character and complement the architectural style of the Civic Center. As a landmarked property, review and approval of the design by the Village's Historic Preservation Commission was required.
- This project was proudly completed with zero injuries.

BUILT BY THE SAME MORTENSON + WALKER DESIGN-BUILD TEAM MEMBERS PROPOSED ON YOUR PROJECT



Bradlev Navarro



Candace Small









Grace Duchaj

indurg Dan Mi









Rav Beckman

LIBERTYVILLE CHURCH STREET PARKING STRUCTURE Libertyville, IL



Description

- 317 parking spaces on 4 levels, stand-alone parking structure
- Built on the interior of a block and is surrounded on four sides by existing buildings; the structure blends seamlessly into the block of mixed uses.
- Partial basement level built to take advantage of natural topography
- Precast concrete with brick veneer and sandblasted/pigmented concrete
- ► A portion of the facility is designed for special event use by Village; for example, farmer's markets and car shows.
- Facility provides parking for Village visitors, local business and restaurant patrons, and local business employees.
- Adjacent streetscape and plaza project designed and constructed with garage project.
- ► Sustainable design features include: permeable pavers used in plaza, all storm water run-off received by rain gardens, electric vehicle charging stations, high efficiency LED lighting

BUILT BY THE SAME DESIGN-BUILD TEAM MEMBERS PROPOSED ON YOUR PROJECT





Joe Juzwiak









MAPLE STREET COMMUTER PARKING Mount Prospect, IL



Description

- ► 2.5-level, precast concrete parking structure located in downtown Mount Prospect, adjacent to Maple Street Lofts, a multi-story residential development
- ► 269 parking spaces primarily for commuters using the nearby METRA commuter train station and parking for downtown businesses during non-commuter times
- ► The garage includes an Automated Parking Guidance System (APGS) and electric vehicle charging stations
- ► The façade uses a combination of thin-brick and form-liner on precast and aluminum frames to achieve the full-brick appearance desired by the Village, in a cost-sensitive manner.
- ► An automated parking guidance system helps the Village and its residents understand parking space availability.
- Value-engineering services saved the Village money on the project by relocating expensive basement parking to the Top Tier, reducing the amount of cast-in-place concrete foundation work by utilizing precast basement walls, and providing a thin-brick façade in lieu of standard brick masonry.

BUILT BY THE SAME DESIGN-BUILD TEAM MEMBERS PROPOSED ON YOUR PROJECT













WE UNDERSTAND DESIGN-BUILD

The collaborative nature of Mortenson, Walker, and Cage create the perfect environment for a design-build project.

Mortenson fully embraces the design-build methodology and the potential it has for maximum quality, best value solutions, owner and user acceptance, accelerated delivery, and an exceptional customer experience. We have extensive experience with design-build delivery and have delivered multiple projects locally and across the nation this way. The design-build approach leverages our proven construction methods and knowledge to quickly, safely, and efficiently complete projects and can be applied to any market.





DESIGN-BUILD TEAM UNDERSTANDING AND APPROACH



OUR APPROACH

We have re-assembled the same team members that delivered the Glen Ellyn Parking Garage to provide an even better experience for the Village of East Dundee. Mortenson and Walker Consultants have been working together for over 40 years. You can rest assured that Mortenson will act as a collaborator and facilitate communication between the design team and their consultants, the Village, and the surrounding community.

The Design-Build team will be integrated from design through construction. Design-Build Team Lead, Candace Small, will collaborate with Grace Duchaj and the Walker Consultant team to ensure we are not just meeting, but exceeding the community's expectations.

We will stress to all participating team members the need for clear and concise communications whether it be via telephone, video conferencing, in person meetings, or on the BIM 360 site to be developed for this project. The communication protocols established during design are carried forth in construction through the use Procore, Plan of the Day meetings, and extensive planning tools like integrated work plans. The use of these tools and procedures ensures that the entire project team is working in the same direction towards a common goal at all times. The result is reduced miscommunication, eliminated rework, a more lean approach, and a positive project atmosphere from start to finish.

Mortenson understands our communication will include discussions with the surrounding community. Our clear communication tools such as three-week look ahead schedules and simple visual diagrams allow the Village to communicate upcoming work to the local residents and businesses.

THREE-WEEK LOOK AHEAD SCHEDULE REVIEW

Three-Week Look Ahead schedules are utilized for both subcontractor management and owner meetings to illustrate and track upcoming activities. They offer a **real-time snapshot of the upcoming activities** as well as the planned sequence for the work. The schedules are updated weekly by the project Superintendent, Dan Rosenburg, and Project Manager, Ray Beckman, based on real-time field progress. Filters / Formatting can be applied to sort by scope of work, area of the building, or even by disruptive activities.

Task	Responsibility	Dur.	Start	Finish		2	3-Ja	n		Sa	Su		3	0-Jai	n		Sa	Su		6	-Feb)		Sa	Su
East Parking Lot																									
BP2 Site																									
Column Caps & Final Foundation Wall Excavation	Quality Excavation	20	27-Dec	27-Jan	х	х	х	х	х																
Foundation Concrete - F/R/P	Scurto	35	29-Dec	4-Feb	х	х	х	х	х			х	х	х	х	х			$\langle \rangle$	<pre></pre>	х	x	ĸ		
Waterproofing	Sager Sealant	11	12-Jan	27-Jan	х	х	х	х	х																
Foundation Backfill	Quality Excavation	15	17-Jan	10-Feb	х	х	х	х	х			х	x	х	х	х			$\langle \rangle$	(х	x	ĸ		

INTEGRATED WORK PLAN (IWP)

An Integrated Work Plan (IWP) simplifies and consolidates all information into one delivery source, creating a task-specific document that contains all information necessary to perform a particular task of a defined scope of work. It originates in the planning phase of the project and later serves as the detailed instruction used by the men and women responsible for putting the work in place. The IWP combines the relevant drawing, specification, shop drawing, submittal, and local code information associated with a specific task onto a single sheet to ensure a higher quality product delivered more efficiently.



Example IWP from the Village of Glen Ellyn Parking Garage project

QUALITY CONTROL

To provide our clients with unique and quality designs, Walker has been formally tracking, implementing, and improving our Quality Assurance and Quality Control programs for over 20 years. Walker will require that all design sub-consultants participate in as rigorous a QA/QC process as Walker has been implementing for each of their disciplines. At each design phase, we will perform and formally track our quality control process utilizing standard operating procedures, planning and design guidelines, checklists, design advisory meetings, in-house peer reviews, and project manager reviews. As a Design-Build team, we are able to bring the best of both worlds into the quality process. Both the design team and contractor will have eyes on the project from day one, ensuring the best parking garage for the Village of East Dundee.

Mortenson's quality management systems are continuously improved and have been proven effective on a wide range of government projects. Our approach for this project emphasizes the following:

- Continuous review and upgrading of processes and resources by our corporate-level and Mortenson Corporate Quality Director resources.
- Design and construction quality management plans and controls integrated into an effective, comprehensive, coordinated overall quality management process for the project.
- Integrated work planning that properly addresses the interrelation between quality, production and safety
- Assignment of quality management, design phase management and project management personnel directly experienced on similar facilities and Design-Build project execution.
- Use of lessons-learned, systems and documentation developed and fine-tuned on past government relevant projects that has resulted in a highly effective, proactive and efficient process.





CLICK TO VIEW OUR FULL QUALITY MANUAL Or scan the QR code

COST CONTROL

CHANGE ORDER REQUEST MANAGEMENT

Mortenson will manage all change order requests with a fair but firm approach. We believe it is our duty to serve as stewards of the East Dundee taxpayers. As such, we will first review design changes or construction change order requests to ensure they are valid claims and are, indeed, outside of the contract terms between Mortenson and the Village of East Dundee. During design, any out of scope requests will be presented in a clear, logical format with pricing and pros/cons to allow the stakeholders to make decisions. During construction, Mortenson will review change requests for their content and ensure the accuracy of pricing. Subcontractors need to provide sufficient back-up to support their pricing - breakdown of hours, materials, equipment and substantiate it with quotes from suppliers, etc. If we are sending a change request to the Village, it is only after it has been properly reviewed at the Mortenson level and we believe it to be fair and accurate.

In each week's OAC meeting, in both design and construction, we will review current open issues that have the potential for cost impacts. Mortenson will ALWAYS bring forth value-driven solutions to eliminate or minimize impacts to schedule and cost. Each week we will review open cost items, update status, and ensure the Village is fully aware of any potentials for change.

COMMUNITY OUTREACH

WE WILL TAKE A SENSITIVE APPROACH TO TRANSFORMING YOUR DOWNTOWN

Through the design and construction, our team will keep the community informed and engaged through our Community Focused Design, Outreach, and Neighborhood Communications. Our team will work the Village of East Dundee to ensure there are no disruptions to the downtown. Our project's team experience working in active downtowns and zero-lot line projects will translate into the best possible experience for visitors and members of the East Dundee community.

UNITE THE COMMUNITY

The first impressions of your project will be through the design and construction process. Our design is intentionally sensitive to size and scale of the existing buildings. Privacy screening to the adjacent properties is included.

ADVOCATE FOR YOUR PROJECT

For the Village of Glen Ellyn Parking Garage, Mortenson represented the Village at public hearing meetings. We are prepared to act as an advocate on behalf of the Village of East Dundee through the public approval process.

BE GOOD NEIGHBORS

Our team will plan activities and deliveries during normal working hours and implement necessary noise restrictions in consideration of the nearby residents. We will communicate to the neighbors upcoming work activities so there are no surprises.

COMMITMENT TO DIVERSITY

Three years ago, Mortenson implemented a subcontractor diversity plan where we have diversity goals on all of our projects, not just when the owner has goals. A substantive program for diversity and inclusion on a project recognizes that one must consider the specific makeup of, and challenges within, the community where the project is to be situated.

OUR DIVERSITY BUSINESS UTILIZATION PLAN INCLUDES FOUR PRIMARY STRATEGIES:

Outreach – A key component of strengthening our existing business partnerships and developing new ones is our involvement in M/W/VBE focused business organizations. We ensure they are aware of new project opportunities, seek out dialogue regarding market challenges they are experiencing, and identify areas where we can assist.

2 Intentional Bid Documents – We are committed to partnering with WBE/MBE/DBE firms. This means helping them identify opportunities to expand capabilities and grow their businesses. This can be encouraged by right sizing bid packages to ensure we're not creating a situation that excludes any firm from bidding.

3 Mentoring - Our outreach extends beyond open houses and networking opportunities. It involves education and mentoring in the areas of safety, construction management, and the latest technology.

Reporting & Follow Up - Mortenson ensures the success of our supplier and workforce diversity programs by implementing them at the beginning of a project. During construction, we track payments to M/W/DBEs monthly. Most importantly, through preconstruction and construction Mortenson emphasizes relationship building with our DBE owned businesses.

DESIGN NARRATIVE

The project consists of a two level above grade parking structure located to the North of East Dundee's historic downtown area. **The parking structure will maximize parking to contain 117 stalls and will have two vehicle entry/exit points.** One entry/exit point will be located on the West side of the structure to provide access from and to North River Street at the Ground Tier parking while the other entry/exit will be located on Jackson Street to access the Top Tier parking. A covered staircase and an accessible pedestrian ramp will provide pedestrian connectivity and an accessible route between the levels.

CONSTRUCTION TYPE CRITERIA

ARCHITECTURAL DESIGN

Inspiration for the parking structure was drawn from the surrounding historic downtown, including the character of local brick colors, likely from Haeger Brick Company, and the fabric canopies characteristic to the hard-working farming towns along the Fox River Valley. The primary façade of the parking structure is to the west along River Street. Precast concrete wall panels with an architectural form liner, punched openings, and a cornice mimic the character of the surrounding downtown district buildings. A steel staircase with fabric canopy in conjunction with a pedestrian ramp provides connectivity between the upper level of parking and River Street. Tying into the canopy providing cover from the elements above the staircase, fabric canopies are affixed above the punched openings along River Street to add character to the facade. In addition to the connectivity between the parking levels, the pedestrian ramp provides a feature gallery for displaying unique local artwork. Stylized dimensional characters above the entrance off River Street will indicate Village of East Dundee public parking. The intent of the character of the garage is to appear as it was always meant to exist in the context of the town, but to also be identifiable to visitors of the Village of East Dundee as a convenient parking option.

A steel- framed shade canopy can be added to the top of the precast structure. This canopy would provide cover from the elements and visual screening to the parking of the top tier and provide a frame to attach photovoltaic cells for solar energy harvesting. This steel could architecturally tie into the provided stair tower and further enhance the character of the structure. If this steel framing were not incorporated into the project during initial construction, the precast columns and garage foundations can be designed for future expansion provisions in mind as an intermediate alternative, if desired.

LANDSCAPE DESIGN

The primary landscaped areas are at the north and south sides of the property. The portion of land between the north wall of the parking structure and the sidewalk will be planted with turf and native bushes. At the south entrance to the upper level of parking, turf, native bushes and perennials, and a native tree will be planted. A steel portal frame at this southern entrance at Jackson Street will incorporate a sign indicating public parking and size limitations for the parking of the supported level of the structure as to limit access to oversized vehicles.

FUNCTIONAL DESIGN

River Street was identified as the connecting corridor for pedestrians between the parking structure and the numerous destinations in the Village of East Dundee downtown district. With the direct pedestrian connectivity to River Street, it was identified that ADA parking stalls should be concentrated at the lower tier, which also provides additional cover from the elements to these parkers. The clearance at the covered level will be taller than the minimum 7'-6 to accommodate 8'-2" clearance for specially equipped vans per ADA requirements. Signage and hanging bars will indicate the minimum clearances both at the entrance to the covered level on River Street and on a portal frame at the southern entrance.

With the size of the site and to provide the most economical configuration, one-way traffic was determined to be optimal for the garage. 9'-0" wide by 18'-0" long, sixty-five degree parking stalls will be arranged off one-way drive isles creating a loop around the lower and upper levels of the garage. A two-way drive aisle on the entrance from Jackson Street to the Top Tier parking level will incorporate 9'-0" wide by 18'-0" long, ninety-degree parking stalls. With this efficient configuration maximizing parking, 117 total parking stalls can be provided in this project.

The taller provided clearance at the ground tier, combined with the limited internal framing of the selected precast structural system and painting the inside of the structure **increases the sense of security and openness for patrons.** Additionally, a future security office has been planned adjacent to the utilities rooms near the back of the structure. This location has been optimized to limit impact to parking and provide an additional sense of security in this slightly less visible area of the garage.

STRUCTURAL DESIGN

The proposed site for the structure is an L-shape bounded to the North by Hill Street, to the South by Jackson Street, to the East by residences off of North Van Buren Street, and to the West by North River Road. The parking structure will include one at grade level and one supported level consisting of a pre-cast, pre-stressed concrete structural system. There is approximately 10 feet of elevation grade change between the street level at North River Road and the top of the parking structure to the East. Cast-in-place concrete retaining walls and precast retaining walls will retain the soil behind the Ground Tier parking level.

Superstructure Framing Selection: The design-build team analyzed the benefits and challenges of precast concrete construction, cast-in-place post-tensioned concrete construction, and a hybrid system for the garage. This process included developing schematic level documents of structural systems, and then producing an in-depth life cycle cost analysis to use as a tool for selecting the ideal construction type. With a hybrid system being quickly eliminated due to schedule concerns, the following figure was critical in identifying the most cost-effective solution. Even though the yearly maintenance costs of cast-in-place post tensioned construction (P/T) are less than Precast, the benefit of the lower initial cost of precast, and optimization of the precast design for this structure, clearly shows that slightly lower maintenance requirements of P/T do not overcome the advantages of precast.



In addition to the life cycle costs, the benefit of precast requiring little to no onsite storage will play a key role in logistics and planning. The garage's neighbors include residential dwellings, restaurants, shops, dentists, government buildings, and the heavily utilized bicycle path. The design-build team identified the use of precast would not only expedite the construction schedule, but also would be the least disruptive to the neighborhood residents and visitors when accounting for the site constraints. It will be a significant benefit to the Village to move the majority of the structural concrete operations off-site at the precast plants, where concrete quality and casting conditions can be optimized, and then bring the precast pieces onto the project site in phases to be quickly placed. The team identified long-span construction with a pre-cast, pre-stressed concrete double-tees, columns, and wall panels as the optimal system for the parking garage. All double-tees will be pre-topped tees, where the high quality of finish will be controlled at the precast plant, but some cast-in-place topping, or pour-strips will be provided to protect structural connections in the field. Double tees are anticipated to be 14'-6" wide, with a typical column spacing of 29'-0", spanning the 52'-0" module. The selection of this state-of-the-art double-tee size is both to minimize the number of pieces, speeding construction efforts, and to minimize the amount of future maintenance required at piece joints.

The staircase servicing the Top Tier of the garage from North River Street is to be of steel construction to provide architectural character with concrete treads for durability. The stair tower is covered with a fabric canopy.

Foundations Selection: Where underlaying soils are strong enough, spread footings are traditionally more cost-effective for a foundation system over a deep foundation system, like auger cast piles, as spread footings do not require specialized drilling equipment to install. With the unique project characteristic of a sloping site, considering was given to found the building on continuous retaining wall footings, which spread out the weight of the structure more uniformly than a spread footing under an isolated column. Additionally, parking garages, especially precast parking garages, have more flexibility in the structural framing to allow for more settlement of underlaying soils and differential settlement between foundation elements. Both characteristics of continuous footings at the perimeter and precast flexibility helped the team identify that spread footings would be most effective for this project.

Final foundation design by the Design Build Team (DBT) will be confirmed with the recommendations of the team's geotechnical consultant. Spread footings are the preferred option for foundations. Per the preliminary geotechnical report provided to the team for reference, and IBC 2006 code minimums, spread footings under columns and strip footings under walls will have a bearing capacity of 3,000 pounds per square foot.

Cast-in-place and precast basement walls with controlled backfill will be required to retain the soil behind the Ground Tier as the grade changes across the site. Retaining walls are anticipated on the North, South, and East sides of the structure. A back of wall dampproofing system at precast or integrated concrete crystalline waterproofing system at cast in place will be provided to mitigate water intrusion into the garage. Basement walls will require drainage board, granular fill, and foundation drains to prevent back of wall water buildup from surface water.

MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN

With the change in grade across the project site, the ground tier of the parking structure will be classified as "enclosed." A ventilation system will serve the covered level of the parking garage. The system will include exhaust shaft and utilize the openings in the facade as air intakes. Additionally, a dry-pipe sprinkler system will be provided in this enclosed tier. Roof drains and the top tier and floor drains at the lower tier will be provided.

Garage light fixtures will be LED light fixtures designed per IESNA RP-8-22. IESNA RP-8-22, *Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting*. Fixtures will have individual occupancy sensors in the fixtures or a hard-wired zoned system with strategically placed occupancy sensors to further reduce energy use of the system. The upper-level parking area will be illuminated with short fifteen-foot-tall light poles. Luminaires at the upperlevel parking area have house-side shields with a sharp cutoff to mitigate light spill to zero light spill onto the residential properties east of the garage. Conduits for two "Level 2" future electric vehicle charging stalls has been provided adjacent to the utilities rooms.

MAINTENANCE REQUIREMENTS CRITERIA

Walker takes pride in having provided clients with creative and practical solutions on over 1,500 major restoration projects. We have leveraged our expertise in the restoration of parking structures to build better structures from the inception of a project and to help our clients prepare for and improve the long-term health of their new asset.

Parking structures are valuable assets that must serve in harsh environments for many years. In general, maintenance costs will increase over time and periodic structural repair work will be needed to keep the facility in acceptable operating condition. As a result, a life cycle approach to planning both maintenance and the original construction is an effective tool in reducing overall cost of ownership. It can also be useful for limiting repair and maintenance costs. The Life cycle cost analysis has been applied in several ways to evaluate the performance of this parking structure.

Using our maintenance and historic knowledge of similar structures, we have evaluated repair methods for each of the considered structure types. There are usually several options for how to maintain and repair a parking structure. Each will have its own cost and probable time to the next required maintenance cycle. Evaluating the initial cost and the periodic costs of different repair strategies obtains a better overall value for maintenance dollars.

Walker will help the Village prepare a preventive maintenance program to limit future repair costs. Repair costs accelerate with the age of a facility. Work done at an earlier age not only costs less but reduces the rate of deterioration, creating savings now and in the future. We have prepared our Life Cycle assessment of different options with the understanding that a reasonable maintenance program is the intent of the Village to optimize the life of the facility. We then expanded upon our model with the selected precast option to provide the Village with the attached projection of the maintenance schedule and costs.

SEE THE FOLLOWING PAGE FOR ADDITIONAL MAINTENANCE SCHEDULE INFORMATION

To optimize the durability of this parking structure the design team, led by Chief Structural Engineer and Walker Vice President Rashid Ahmed, will utilize strategies outlined in American Concrete Institute's ACI PRC-362, Guide for the Design and Construction of Durable Concrete Parking Structures, of which Rashid is Chair for the committee responsible for the publication and is a key author. The precast will have enhanced cover to reinforcement to mitigate chloride attack as outlined in the publication. Additionally, a penetrating Silane concrete sealer will be utilized to provide an additional protective layer against chlorides. Precast connections can be historically susceptible to corrosion. Hardware in connections between double-tee flanges for this structure will be stainless steel for protection against corrosion. Other exposed precast connections will be hotdipped galvanized. After the flange connectors between tees are welded to provide load transfer from each tee to the next, the joint will be sealed with a polyurethane joint sealant.

GENERAL P/C MAINTENANCE SCHEDULE Routine maintenance – Yearly

- repairing leaking joint sealant
- clearing plugged drain lines
- replacing damaged light fixtures
- small area repairs to spalled or delaminated concrete
- replacing expansion joint seals

Preventive Maintenance -includes actions that tend to extend the facility service life - Every 5 to 10 years

- reapplication of surface sealers
- Reapplication of traffic membrane
- reapplication of joint sealants
- replacement of expansion joints

Replacement maintenance –includes replacement of structural and operational items at the end of their service lives - 20+ years

- lighting
- plumbing
- fire protection systems

03. DESIGN-BUILD TEAM UNDERSTANDING AND APPROACH

40-YEAR MAINTENANCE BUDGET FORECAST

East Dundee Precast Parking Structure 40 Year Maintenance Budget Forecast



WORK DESCRIPTION	TOTAL COST	2028		2033	2038		:043	2048		2053		2058	5063	
General Conditions	\$ 98,500	\$	7,500 \$	12,500 \$	9,00	0 \$	16,000	\$	9,500 \$		14,000 \$	10,000	\$	20,000
General Conditions / Mobilization	\$ 98,500	1	7,500 1	12,500	1 9,0	1	16,000	1	9,500 1		14,000 1	10,00	1	20,000
Concrete Slab Repairs	\$ 53,500	\$	3,500 \$	4,000 \$	6,50	\$ 0	5,500	\$	5,500 \$		8,000 \$	8,500	\$	12,000
Floor Repair - Partial Depth	\$ 46,500	25 \$	2,500 25 \$	2,500	50 \$ 5,00	50 \$	5,000	50 \$	5,000 75	\$	7,500 75	\$ 7,500	0 112.5 \$	11,500
Lifting Loop Repairs	\$ 7,000	10 \$	1,000 15 \$	1,500	15 \$ 1,50	0 5 \$	500	5 \$	500 5	\$	500 10	\$ 1,000	5 \$	500
Concrete Frame Repairs	\$ 146,500	Ş	3,500 \$	14,000 \$	15,00	\$ 0	17,500	Ş	20,500 \$		22,500 \$	22,500	ŝ	31,000
Beam Repair	\$ 20,000	5 \$	1,500 10 \$	2,500	10 \$ 2,50	0 10 \$	2,500	10 \$	2,500 10	\$ (2,500 10	\$ 2,500	15 \$	3,500
Column Repair	\$ 15,500		5 \$	1,500	5 \$ 1,50	5\$	1,500	10 \$	2,500 10	\$	2,500 10	\$ 2,500	15 \$	3,500
Column Haunch Repair	\$ 15,500		5 \$	1,500	5 \$ 1,50	5\$	1,500	10 \$	2,500 10	\$ (2,500 10	\$ 2,500	15 \$	3,500
WallRepair	\$ 15,500		5 \$	1,500	5 \$ 1,50	5 \$	1,500	10 \$	2,500 10	\$ 0	2,500 10	\$ 2,500	15 \$	3,500
Double-Tee Stem Repair	\$ 27,500		10 \$	2,500	10 \$ 2,50	0 15 \$	3,500	15 \$	3,500 18	\$	4,500 18	\$ 4,500	0 27 \$	6,500
Tee Flange Repair - Partial Depth	\$ 27,500		10 \$	2,500	10 \$ 2,50	0 15 \$	3,500	15 \$	3,500 18	\$	4,500 18	\$ 4,500	0 27 \$	6,500
Reweld Precast Connection	\$ 18,000	5	1,500 5 \$	1,500	10 \$ 2,50	0 10 \$	2,500	10 \$	2,500 10	\$ 0	2,500 10	\$ 2,500	0 10 \$	2,500
Paint Precast Connections	\$ 7,000	2 \$	500 2 \$	500	2 \$ 50	3 \$	1,000	3 \$	1,000 3.	6 5	1,000 3.6	5 \$ 1,000	0 5.4 \$	1,500
Waterproofing	\$ 396,500	\$	31,000 \$	65,000 \$	30,50	\$ 0	000'69	\$	31,500 \$		\$ 000'69	31,500	\$	69,000
Construction Joint Sealant	\$ 28,000	290 \$	3,500 290 \$	3,500	290 \$ 3,50	0 290 \$	3,500	290 \$	3,500 29	\$ 0	3,500 290	0 \$ 3,500) 290 \$	3,500
Tee-to-Tee Joint Sealant	\$ 96,000	994 \$	12,000 994 \$	12,000	994 \$ 12,00	0 994 \$	12,000	994 \$	12,000 99	4 \$	12,000 994	4 \$ 12,000	994 \$	12,000
Rout and Seal Random Cracks	\$ 8,500	100 \$	1,500 50 \$	1,000	50 \$ 1,00	0 50 \$	1,000	50 \$	1,000 50	\$ (1,000 50	\$ 1,000	0 50 \$	1,000
Expansion Joint Replacement	\$ 110,000		182 \$	27,500		182 \$	27,500		18	2 \$	27,500		182 \$	27,500
Expansion Joint - Header Repair	\$ 6,000	10 \$	1,000		10 \$ 1,00	0		20 \$	2,000		20	\$ 2,000	_	
Concrete Sealer Application	\$ 32,000		16000 \$	8,000		16000 \$	8,000		160	\$ 00	8,000		16000 \$	8,000
Vertical Joint Sealant	\$ 32,000	250 \$	4,000 250 \$	4,000	250 \$ 4,00	0 250 \$	4,000	250 \$	4,000 25	\$ 0	4,000 250	0 \$ 4,000	0 250 \$	4,000
Cove Sealant	\$ 72,000	733 \$	9,000 733 \$	000'6	733 \$ 9,00	0 733 \$	000'6	733 \$	9,000 73	3 \$	9,000 733	3 \$ 9,000	0 733 \$	9,000
Traffic Topping - Full System	\$ 12,000					785 \$	4,000		78	5 \$	4,000		785 \$	4,000
Stair Repairs	\$ 70,000	\$	\$	\$ -		ş	35,000	\$	\$ '		\$ '	•	Ş	35,000
Replace Stairs	\$ 70,000					1 \$	35,000						1 \$	35,000
Mechanical	\$ 24,000	\$	\$ -	\$ -	•	\$	12,000	\$	\$ '		\$ -	•	\$	12,000
Replace Garage Ventilation System	\$ 24,000					16000 \$	12,000						16000 \$	12,000
Electrical	\$ 88,000	\$	8,000 \$	\$ 000'8	8,00	\$ 0	20,000	\$	\$ 000'8		8,000 \$	8,000	\$	20,000
Electrical Allowance	\$ 40,000	1 \$	5,000 1 \$	5,000	1 \$ 5,00	1 \$	5,000	1 \$	5,000 1	\$	5,000 1	\$ 5,000	1 \$	5,000
Light Fixture Replacement	\$ 24,000					1	12,000	2					1 \$	12,000
Light Fixture Cleaning	\$ 16,000	1 \$	2,000 1 \$	2,000	1 \$ 2,00	1 5	2,000	1 \$	2,000	Ś	2,000 1	\$ 2,000	1 \$	2,000
Fire Alarm System Inspection, Lesting, & Maintenance	\$ 8,000	с т з	T,000 E	1,000 ¢	1 \$ T	~	1,000	л Т	T,000 ¢	^	1,000 £	5 T/00	~ 1 3	1,000
	000't0	× .	¢ 000'0	¢ 000'0	00/0 	•	000'0	× .	¢ 000/0	*	¢ 000 0	8,000	•	0000
Plumbing Repair (Unanticipated Damage)	24,000	∧ ∿	3,000 1 5	3,000	1 5 5,00	^ *	3,000	۰ × ۰	3,000	^~	3,000	5,000 5,000 5,000	^ v	3,000
Centration Drains and riping	40,000	· ·	5 T S 000/5		006	, , ,	000/5	· ·		2			- - -	DOD/C
Vearly Dreventative Maintenance Testing	\$ 48.000	~	6 000 2	6 000 4	1 \$	-	6 000	~	6 000 J	v	6 000 7	\$ 6 OUC	-	6000
Sorinklar Renair Due to Unanticipated Damage	24000	· ~	3 000 1 5	3,000	1 5 300		3,000	 	3,000	× v	3,000	3000		3,000
Architectural / Miscella neous	\$ 160.000	Ş	17.000 \$	23.000 \$	17,00	\$ 0	23,000	Ś	17.000 \$	•	23,000 \$	17.000	Ş	23,000
Re-paint Traffic Markings	\$ 40,000	1 \$	5,000 1 5	5,000	1 \$ 5,00	1 \$	5,000	1 \$	5.000 1	ş	5,000 1	\$ 5,000	1 \$	5,000
Window Sealants	\$ 40.000	1 \$	5,000 1 \$	5.000	1 \$ 5.00	1 S	5.000	1 \$	5.000	Ş	5.000 1	\$ 5.00C	1 5	5.000
Paint Pipe Guards	\$ 16,000	1 \$	2,000 1 \$	2,000	1 \$ 2,00	0 1 \$	2,000	1 \$	2,000 1	\$.	2,000 1	\$ 2,000	0 1 \$	2,000
Replace Canopies	\$ 24,000		1 \$	6,000		1 \$	6,000		-	Ş	6,000		1 \$	6,000
Bl-Annual Cleaning of Floor Slabs	\$ 40,000	1 \$	5,000 1 \$	5,000	1 \$ 5,00	0 1 \$	5,000	1 \$	5,000 1	Ş	5,000 1	\$ 5,000	1 \$	5,000
	40-YEAR TOTAL COST	30	128	2033	2038		2043	20	81	2053		2058		2063
Sub Total	\$ 1,173,000	Ŷ	87,500 \$	143,500	\$ 103,00	\$	215,000	Ŷ	109,000	ş	161,500	\$ 114,500	\$	239,000
Contingency 10%	\$ 118,500	\$	\$ 000'6	14,500	\$ 10,50	\$	21,500	\$	11,000	Ş	16,500	\$ 11,500	\$	24,000
Consulting & Engineering Fees	\$ 157,000	s.	12,000 \$	19,000	\$ 14,00	\$	28,500	Ş	14,500	Ş	21,500	\$ 15,500	\$	32,000
Opinion of Annual Budget (Dollars)	5 1,448,500	Ş	108,500 \$	177,000	\$ 127,50 2	\$ 2	265,000	Ş	134,500	Ş	199,500	\$ 141,500	Ś	295,000
Opinion of Annual Budget (Adjusted Future Value)	\$ 3,168,000	ş	125,800 \$	237,900	\$ 198,70	\$	478,700	ş	281,700	s	484,300	\$ 398,200	\$	962,700

Note: Future value cost based on inflation; 3% annually ____

NOTES. In other: Ecosynthetic costs/Consulting and engineering fees are based on work during normal working business hours with reasonable areas provided to the contractor to complete work. Note 3: Cosynphions are based on historical data and expense with instruction cost and rounded to the nearest \$500 Note 3: Score polinions are based configerery are based on *Work during from* and are in 2022 oblasy counded to the nearest \$500 Note 4: Actual costs may due to this ervery are based on *Work during from* and are in 2022 oblasy counded to the nearest \$500 Note 4: Actual costs may due to this ervery are based on *Work of the construction* cost and rounded to the nearest \$500 Note 4: Actual costs may any due to thise of year, local economy, material stortages, or other factors. Note 5: Cost ophions do not include upgrades fit the commer requirements, or bidding conditions. Note 5: Cost ophions do not include upgrades fit the come researy to long the structure to the statical ording rounder solver and no not include upgrades. Or for ADA or similar trens. Note 8: The ophions do not include upgrades fit the come researy to long the structure to the statical ording rounder solver and no not include upgrades fit the come and not include an increase for the too compared to bids. Note 8: The ophion of probable repair costs is based on available information at the time of our assessment and from our experience with similar projects but does not address current economic and geopolitical conditors. Then is no warranty to the acuracy of such cost ophions as compared to bids.

40-YEAR TABLE FOR REPORT

Page 1

SITE LOGISTICS



KEY ACTIVITIES DURING THIS TIME

- Construction traffic is limited to River and Jackson Streets to prevent disruptions to the neighborhood.
- Concrete barriers along River Street allow for safe pedestrian passage.
- Controlled gate access ensure safety of surrounding vehicles and pedestrians.
- Site fencing around the construction area separates the public from the construction activities.
- Crane activities and Precast Concrete deliveries are carefully coordinated in advance with the Village and surrounding neighbors.

SAFETY AT MORTENSON

At Mortenson, our employees are considered our most valuable asset; therefore safety is not just a program, it's a culture. We are continually developing new safety training programs and utilizing new safety methods to meet the needs of the industry and our workforce.

Mortenson has implemented a Zero Injury policy throughout its operations with the purpose of establishing programs and procedures that eliminate accidents and injuries on our projects and in our offices.

The key elements of the Mortenson Zero Injury program are as follows:

- Safety Pre-Project/Pre-Task Planning
- Safety Orientation and Training
- Written Safety Incentive Program
- Alcohol and Substance Abuse Program
- Accidents/Incidents Investigation
- Safety Center
- Safety Engineers
- Safety Incentives

SCHEDULE

We understand the balance situation. At Mortenson, we sure the design is the best fast". Simply put, we build to make decisions and for the team to plan the work like to say "Go slow to go properly, so construction solution for your parking schedules that allow you design and construction to maximize the parking East Dundee vs. making available to downtown between the speed of can move quickly.

Our key milestones are based around completing the zoning and design approval process on the schedule dates listed to allow for a precast order to be placed.

Mortenson's collaborative approach always keeps the end result in mind - an enhanced parking solution for the Village of East Dundee.

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		nami	nf	in Jul Aug	g Sep Oct	Nov Dec	Jan Feb Mar	Apr May	Jun Jul	Aug Sep	Oct Nov D	ac Jan ^{eb}	
Downtow	n East Dundee Parking Structure	334 16-Jun-23A	09-Oct-24										
Design & F	Preconstruction	239 16-Jun-23A	24-May-24										
Design		214 16-Jun-23A	19-Apr-24										
D 1000	Design-Build Team RFP Submission Development	50 16-Jun-23A	25-Aug-23		Design-Build Tear	m RFP Submission	D evelopment						
D 10 10	Design-Build Team Proposals Due	0	25-Aug-23	25-Aug-23	Design-Build Tean	m Proposals Due							
D 1020	Selection Committee Evaluations	14 28-Aug-23	15-Sep-23		Selection C	Committee Evaluatio	us						
D 1030	Selection Committee Recommendation to Board	1 18-Sep-23	18-Sep-23		Selection (Committee Recomm	nendation to Board						
D 1040	Board Approval	0	18-Sep-23		iep-23 🔷 Board App	roval							
D 1050	ContractApproval	9 19-Sep-23	29-Sep-23		Contrac	ctApproval							
D 1060	Conceptual Design	15 02-Oct-23	20-Oct-23			Conceptual Design							
D 1070	Conceptual Design Review	10 23-Oct-23	03-Nov-23			Conceptual Des	ign Review						
D 1080	50% Destan (Destan Development)	21 06-Nov-23	06-Dec-23			50%	Desian (Desian Developm	neht)					
D 1090	50% Design (Design Development) Review	12 07-Dec-23	22-Dec-23				30% Design (Design Deve	elopment) Review					
D 1100	90% Design (90% Construction Documents / Owner Review and Foundation Permith	32 26-Dec-23	09-Feb-24				90% Design	n 690% Construction	Documents / Ov	wher Review and For	mdation Permit		
D1110	90% Design (90% Construction Documents / Owner Review) Review	10 12-Feb-24	23-Feh-24				5 U %08	esion (90% Constru	cion Documents	/ Owner Review) Re	diew		
D 1120	100% Issue for Permit	10 26-Feb-24	08-Mar-24				10	0% Issue for Permit	····÷				
D 1130	100% Issue for Permit Review	20 11-Mar-24	05-Anr-24					100% Issue fo	r Permit Review				
D1140	Construction Documents	10 08-Apr-24	19-Apr-24					: Construct	on Documents				
Zoning & P	lormite.	214 16-Jun-23.A	19-Anr-24		••••								
7 1000	Rezonino: Snecial Use & Historical Anoronniateness Review (Rv Villane)	75 16-Jun-23.A	02-Oct-23		Rezor	ning Special Use &	Historical Anoronriatenes	ss:Review (Bv Villac	 (a				
Z 1010	PlatApproval	33 06-Nov-23	22-Dec-23				Plat Approval						
Z 1020	Village of East Dundee Foundation Permit Review	30 12-Feb-24	22-Mar-24					Village of East Dur	Idee Foundation	Permit Review			
Z 1040	Kane County Stormwater Permit Review	20 11-Mar-24	05-Anr-24					Kane County S	stormwater Perm	it Review			
Z 1060	Village of East Dundee Building Permit Review	30 11-Mar-24	19-Apr-24					Village of	East Dundee Bui	Idina Permit Review			
Z 1030	Foundation Permit Received	0	22-Mar-24				22-Mar-24	Foundation Permit	Received				
Z 1070	Kane County Stromwater Permit Received	0	05-Apr-24				05-Anr-2	4 🔷 Kane County S	Stromwater Perm	t Received			
7 1050	Building Permit Received		19-Anr-24				19-4	nr-24 🔶 Building F	ermit Received				
Procireme		150 23-Oct-23	24-Mav-24					- Running - La id					
P1030	Procure Excavation & Foundations	30 12-Feb-24	22-Mar-24					Procure Excavation	n & Foundations				
P 1040	Procure Remainder of Project	30 11-Mar-24	19-Apr-24					Procure R	emainder of Proi	ect			
Precast P	rocurement	150 23-Oct-23	24-Mav-24										
P1000	Precast Bid / Award	28 23-Oct-23	01-Dec-23			Precas	t Bid / Award						
P1010	Precast Shop Drawinds	52 26-Dec-23	08-Mar-24			-	Pre	: ectast Shon Drawing					
P1020	Precast Production	55 11-Mar-24	24-Mav-24						Precast Product	ion			
Constructie		125 15-Apr-24	09-Oct-24										
A1000	Construction Duration E 25 Martin	44E 4E Apr 04	DE Con 34						~		Construction Duration	E DE Montho	
A1000		110 10-Mpr-24	40 Apr 24					it and it should be a set of the	Cite Chase /			STATION CZ.C -	
ATUTU		-10-40L-24	47-Mpr-24						on / Site Fence /				
A1020	ORE FIELY COOR EXAMPLET / UNITES	42-104-27 02	02 him 24										
A1050	F oundations	42-VBN-24	45-1UP-24						F OUNCATIONS	(January 1997)			
A1050	Second (recest)	15 02-11-1-24	23-11-24							For the irrevent			
A1060	MFP Systems	40 17-11-24	11-Sen-24							ME	P. Svstems		
A1070	Finishes	40 31-Jul-24	25-Sep-24								Finishes		
A1080	Anticipated Weather Days - 10 Days	10 26-Sep-24	09-Oct-24								Anticipated Weath	er Days - 10 Days	
Project Clo	ose-Out	25 05-Sep-24	09-Oct-24										
Svstems Te	estina & Start-up	20 12-Sep-24	09-Oct-24										
X1000	Life Safety Systems Testing	10 12-Sep-24	25-Sep-24								Life Safety Systems Te	sting	
X1010	Systems Startup / Commissioning	5 26-Sep-24	02-Oct-24							-	Systems Startup / C	mmissioning	
X1020	Final Inspections	5 03-Oct-24	09-Oct-24								Final Inspections		
Cleanup &	Punchlist	25 05-Sep-24	09-Oct-24										
X1030	Punchlist / Final Clean	20 05-Sep-24	02-Oct-24								Punchlist/Final Cle	u la	
X1040	Substantial Completion / Parking Structure Open	0	09-Oct-24							09-Oct-2	Substantial Complexity	etion / Parking St	
	······								1		;	T	
Kem	aining Work Critical Work	Dov	vntown	East Du	ndee - Pa	arking S	tructure		Da	ta Date: 20-Aug	23		
Feve	el of Effort 🔷 🔷 Unitical milestorie	I							צו	n Date: 23-Aug-	23		
Miles:	tone Actual Work			Propos	sal Schedu	e			Pa	qe: 1 of 1		-	



RATIONS

SUPPORTIVE INFORMATION / GENERAL REPRESENTATIONS



DESIGN-BUILD PROJECT REFERENCES



Village of Glen Ellyn Parking Garage Mark Franz Village Manager Village of Glen Ellyn 630.547.5200 mfranz@glenellyn.org



Home2 Suites by Hilton Jack Ryden Project Manager Akara Partners 312.508.5650 jryden@akarapartners.com



Hilton Garden Inn Jared Gozdowiak Associate, Project Specialist Kahler Slater 414.290.3802 jgozdowiak@kahlerslater.com

GENERAL REPRESENTATIONS

COMPLIANCE

Mortenson agrees to comply with all provisions of law and regulations applicable to the project, outlined in the RFP.

SURETIES

Mortenson has never failed to complete a contract. Mortenson's sureties have never been called upon to complete a contract or take over the performance of a contract for Mortenson. Mortenson has never failed to defend and discharge any claim made against a payment bond issued by our sureties.

VIOLATIONS AND/OR CONVICTIONS

No civil or criminal violations or convictions have been issued against the Mortenson-Walker-Cage design-build team members.



REQUIRED FORMS



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois

County of DuPage

Sheryl Van Anne , being first duly sworn, deposes and says:

1) He is <u>an authorized officer of</u> the Bidder that has submitted the attached bid;

2) Such Bid is genuine and is not a collusive or sham bid;

3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid. In connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Vice President & General Manager, M.A. Mortenson Company (title)

Subscribed and sworn to before me

This <u>25</u> day of <u>August</u>, 20 23

Helly Jent

(signature)

Administrative Assistant

My commission expires November 29, 2024



Mortenson is not a certified DBE firm. However, we strongly believe in community engagement and empowerment. As such, we establish goals on ALL of our projects, whether the customer has requested them or not. Our DBE outreach plan is outlined on page 13. We will proactively identify firms that we will seek to engage with and encourage to bid the project when the time comes to keep the goals of East Dundee front and center.

VILLAGE OF EAST DUNDEE DESIGN-BUILD RFP FOR DOWNTOWN PARKING STRUCTURE

LETTER OF INTENT

(Must be submitted for each DBE subcontractor)

Design-Build Parking Structure VILLAGE OF EAST DUNDEE EAST DUNDEE, ILLINOIS

Name of bidder/c	offeror's firm:		
Address.	States	7:	
City <u>:</u>	State:	Zıp:	
Name of DBE fir	m:		
Address:			
City:	State:	Zip:	
Telephone:			

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:

(Signature)

(Title)

If the bidder/offer or does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EQUAL OPPORTUNITY REPORT STATEMENT AS REQUIRED AT 41-CFR-60-1.7(b)

The Bidder (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The Bidder (Proposer) has X has not _____ developed and has on file at each establishment affirmative action program pursuant to 41-CFR-60-1.40 and 41-CPR-60-2.

2. The Bidder (Proposer) has \underline{X} has not _____ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Bidder (Proposer) has <u>X</u> has not <u>filed</u> with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report) (Ref. Page GP-80)

4. The Bidder (Proposer) does X does not employ fifty (50) or more employees.

If the Bidder (Proposer) has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance report due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100 "Employee Information Report EEO1" prior to the award of Contract.

The undersigned bidder agrees that, upon written notice of acceptance of this bid, he/she will, at the time so directed by the Owner, execute a contract in accordance with the bid as accepted and he will give performance bond with good and sufficient surety or sureties within ten (10) days after the prescribed forms are presented for signature.

The undersigned bidder understands that the quantities or work to be done, estimated in the above schedule, are approximate only and are intended principally to serve as a guide in evaluating the bids.

It is understood that the schedule of minimum wages as established by the Secretary of Labor and included in these specifications, shall govern on this Contract, and further that the bid prices are based on these established wage rates.

The undersigned bidder declares that he/she has visited the site of the project and has carefully examined the Plans, Specifications Special and General Provisions and Contract Documents related to the work covered by the above bid.

Sheryl Van Anne, Vice President & General Manager, M.A. Mortenson Company

(Bidder's Name)

August 25, 2023

(Signature and Date)

VILLAGE OF EAST DUNDEE DESIGN-BUILD RFP FOR DOWNTOWN PARKING STRUCTURE

CERTIFICATE OF NON-DISCRIMINATION

By submission of this bid and signing of this contract/subcontract for Construction of the Design-Build Parking Structure, the, (Bidder) (Contractor/sub-contractor) certifies that he/she does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his/her employees any segregated facilities at any of their establishments and, further that he/she does not and will not permit his/her employees to perform their services at any location, under his/her contract where segregated facilities are maintained. He/she further agrees that he/she will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts and that he/she will forward a notice of this requirement to such proposed subcontractors.

M.A. Mortenson Company

(Contractor's Name)

August 25, 2023

(Signature)

(Date)

Sheryl Van Anne, Vice President & General Manager

(Printed or Typed Name)

PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, <u>M. A. Mortenson Company</u> as Principal, and <u>Federal Insurance Company</u> Surety, are hereby held and firmly bound unto Village of East Dundee as Owner, in the sum of <u>Five Percent of Amount</u> for the payment of which, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. *Bid (5%)

Whereas the Principal has submitted to Village of East Dundee a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Design-Build Parking Structure.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in accordance with the terms of the Contract Documents and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in ail other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in fun force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this <u>22nd</u> day of <u>August</u>, 20<u>23</u>.

PRINCIPAL M. A. Mortenson Company

(Name and Title)

Derek Cunz, Executive Vice President SURETY Federal Insurance Company

(Attorney-in-Fact) Michelle Halter



22 | P A G E

Corporate Acknowledgment

State of <u>MINNESOTA</u> } State of <u>Hennepin</u> }



Notary Public

Surety Acknowledgment

State of	MINNESOTA	}
		} ss.
County of	Hennepin	}

On this <u>22nd</u> day of <u>August</u> 20<u>23</u>, before me personally came <u>Michelle Halter</u>, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of <u>Federal Insurance Company</u> described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghauser, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug and Laurie Pflug of Bloomington, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 28th day of April, 2023.

Dawn m. Chlores

Dawn M. Chloros, Assistant Secretary



SS.

Stremt





STATE OF NEW JERSEY County of Hunterdon

On this 28th day of April, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.



Albert Contursi NOTARY PUBLIC OF NEW JERSEY No 50202369 ommission Expires August 22,2027

Hbut (on

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

- "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):
 - (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
 - (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
 - (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd day of August, 2023.



Dawn m. Chlores

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

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TH CI BI RI	HIS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSU EPRESENTATIVE OR PRODUCER. AN	IATT /ELY JRAI D TH	ER (OR NCE	DF INFORMATION ONLY NEGATIVELY AMEND, I DOES NOT CONSTITUTI ERTIFICATE HOLDER.	AND CONFERS EXTEND OR ALI E A CONTRACT	NO RIGHTS ER THE CO BETWEEN T	UPON THE CERTIFICAT VERAGE AFFORDED B THE ISSUING INSURER	TE HOL SY THE (S), AU	DER. THIS POLICIES THORIZED
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Nash	hville, TN 372305191 USA				IN	SURER(S) AFFOR	DING COVERAGE		NAIC #
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M. A	A. Mortenson Company				INSURER C : Arch 1	ndemnity Ir	surance Company		30830
P.O.	. Box 710				INSURER D: Indiar	Harbor Ins	surance Company		36940
Minr	neapolis, MN 55440				INSURER E: Berkle	y National	Insurance Company		38911
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							EACH OCCURRENCE	\$	2,000,000
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A							MED EXP (Any one person)	\$	5,000
		ĭ	×	51PKG8901211	05/01/2023	05/01/2024	PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:						\$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	3,000,000
					BODILY INJURY (Per person)				
A	AUTOS ONLY SCHEDULED	Y	Y	51PKG8901211	05/01/2023	05/01/2024	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
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с		N/A	Y	54WCT8919511	05/01/2023	05/01/2024	E.L. EACH ACCIDENT	\$	2,000,000
	(Mandatory in NH)			54#010515511	03/01/2023	03/01/2024	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	2,000,000
D	Professional Liability			CE0742110603	05/01/2023	05/01/2024	Each Claim/Agg	\$10,00	00,000
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DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (A	CORD	101, Additional Remarks Schedule	, may be attached if mo	re space is require	ed)		
PTO SFF	Ject Name: East Dundee Parking	st:	ruct	ure.					
366	ATTACHED								
CEF	RTIFICATE HOLDER				CANCELLATION				
					SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	THE ABOVE D N DATE THE ITH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEL	ed Before Ivered in
				-	AUTHORIZED REPRESI	NTATIVE			
The	e Village of East Dundee				/	1			
Eas	st Dundee, IL 60118				Ad	15			
					© 1	988-2016 AC	ORD CORPORATION	All riat	nts reserved.
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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

			•
AGENCY Willis Towers Watson Midwest Inc.		NAMED INSURED M. A. Mortenson Company	
willis lowers watson midwest, inc.		700 Meadow Lane N	
See Page 1		P.O. BOX 710 Minneapolis, MN 55440	
		_	
CARRIER	NAIC CODE		
		- EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A	A SCHEDULE TO ACORD FORM,		
FORM NUMBER: 25 FORM TIT	LE: Certificate of Liability	y Insurance	
As respects to M. A. Mortenson C	Company operations if awar	ded this project, The Village	of East Dundee and its elected
or appointed officials, director	s, officers, agents, emplo	oyees, professional consultant	ts, or volunteers are included as
Additional Insureds under the Ge	neral Liability, Auto Lia	bility and Umbrella/Excess Lia	ability policies as required by
written contract.			
As respects to M. A. Mortenson C Village of East Dundee and its e consultants, or volunteers appli Compensation policies as require	company operations if award elected or appointed offic es to the General Liabili ed by written contract or	ded this project, Waiver of S ials, directors, officers, ag ty, Auto Liability, Umbrella/I agreement and as permitted by	ubrogation in favor of The ents, employees, professional Excess Liability and Workers law.
INSURER AFFORDING COVERAGE: Berk	lev National Insurance Co	npany	NAIC#: 38911
POLICY NUMBER: CEX09600256-10	EFF DATE: 05/01/2023	EXP DATE: 05/01/2024	
ADDITIONAL INSURED: Y			
SUBROGATION WAIVED: Y			
		T TATE AMOUNT	
TYPE OF INSURANCE:	Eimit Description:	\$15,000,000	
Excess madrinty	Aggregate	\$15,000,000	
		420,000,000	

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TITLE VI CIVIL RIGHTS ACT OF 1964 COMPLIANCE

(To be appropriately edited and filed on company letterhead)

Village of East Dundee 120 Barrington Avenue East Dundee, Illinois 60118

The <u>M.A. Mortenson Company</u> (Company), having submitted a bid for the referenced Village contract advises that, contingent upon award of the contract to our company as Provider, we will comply with Tide VI Civil Rights Act of 1964 by not discriminating on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. We will forward a copy of our commitment to comply with Title VI Civil Rights Act of 1964 to all vendors and subcontractors utilized for the project with the Village, as listed below and inform them of their obligation to comply.

Subcontractors:

Name: To Be Determined Work to be performed: Dollar Value: Address: Telephone Number:

Name: To Be Determined Work to be performed: Dollar Value: Address: Telephone Number:

Name: To Be Determined Work to be performed: Dollar Value: Address: Telephone Number:

Sincerely,

evij I Vanta

(Signature)

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR AND ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE VILLAGE OF EAST DUNDEE

The Village of East Dundee requires contractors and suppliers of services to the Village to agree to indemnify and hold the Village of East Dundee harmless for claims or losses arising from, or in connection with, the contracting party's work for the Village of East Dundee.

To reduce the possibility of misunderstanding between contracting parties and the Village in case of a claim or lawsuit, the Village of East Dundee is requiring that contacting parties who perform services for the Village sign this letter. This letter will act as and become a part of each Contract between the Village of East Dundee and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

In consideration of the opportunity of doing work for the Village of East Dundee and benefits to be received thereby, the contracting party to this agreement agrees as follows:

- 1. That where a contract issued by the Village of East Dundee, this Letter Agreement is to be considered part of that contract.
- 2. Contractor agrees to indemnify the Village of East Dundee, and any officer, employee, professional consultants or agent, and hold the Village of East Dundee, and any officer, employee, professional consultants or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees, professional consultants and agents of the Village of East Dundee), and for injury or damage to or destruction of property (including property of the Village of East Dundee), resulting from any and all actions or omissions of contractor or contractor's employees, professional consultants, agents or invitees.
- 3. In any and all claims against the Village of East Dundee or their Village Engineering Consultants or any of the village's or engineer's agents or employees by the Contractor, any Subcontractor, anyone directly or indirectly employed by either of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor to all terms and conditions of this Agreement.

VILLAGE OF EAST DUNDEE DESIGN-BUILD RFP FOR DOWNTOWN PARKING STRUCTURE

- 4. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the Village of East Dundee. As a condition precedent to acceptance, any contacts from the Village of East Dundee and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the Village of East Dundee.
- 5. To promptly notify the Village of East Dundee of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the Village of East Dundee. I agree to the terms of this Letter Agreement on behalf of:

Business By: M.A. Mortenson Company

(Signature) Address: 300 Park Blvd., Suite 100, Itasca, IL 60143

Sheryl Van Anne, Vice President & General Manager

(Print Name & Title)

August 25, 2023

(Date)



APPENDIXA: CONCEPTUAL DRAWINGS






























APPENDIX B: DESIGN-BUILD TEAM RESUMES







Education

MARCH, Architecture, Illinois Institute of Technology

BS, Architecture and Environmental Design, Bowling Green State University

Industry Tenure

18 Years

Certifications

Licensed Architect (IL)

Evidence-based Design Accreditation and Certification (EDAC)

Lean Six Sigma for Healthcare Black Belt, Purdue University

DESIGN-BUILD TEAM LEADER

DESIGN-BUILD MANAGER Candace Small AIA ; Assoc. DBIA ; LEED AP BD+C

Candace's background in architecture makes her uniquely qualified to seamlessly plug in with the design team, Walker Consultants, Cage, and the Village of East Dundee to help align the project scope and budget. Her technical knowledge of critical environments and attention to process, key metrics and timely reporting, not to mention her expert advice, has been coveted by our customers. Her experience with driving the Village of Glen Ellyn zoning and permit process will be instrumental to meet the project schedule for East Dundee. She knows how important these early design and constructability decisions are to getting the budget right and setting the course for the long-term. She will challenge the team and pull upon our resources to make smart and effective decisions providing ease of mind. She will sit alongside the design and construction team to ensure local, small, and diverse businesses are utilized and will maintain active engagement throughout the project.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Home2 Suites by Hilton - Chicago, IL

Faegre Drinker Biddle & Reath BMO Tower TI - Chicago, IL

United Airlines North Airfield Program at O'Hare - Chicago, IL

W.R. Meadows Innovation Center - Hampshire, IL

Esperanza Health Centers Brighton Park Clinic - Chicago, IL

OSF Saint Francis Jump Trading Simulation and Conference Education Center - Peoria, IL*

University of Illinois Electrical & Computer Engineering Building - Champaign, IL*

DeKalb Data Center - DeKalb, IL

OSF Saint Francis Medical Center GI Lab - Peoria, IL*

Mercyhealth Javon Bea Hospital & Physician Clinic - Rockford, IL

*Completed with another firm







Education

B.S. Civil Engineering, University of Illinois Urbana Champaign

Industry Tenure

10 Years

Certifications

Professional Engineer (IL)

DETAIL-ORIENTED PROJECT MANAGER

CONSTRUCTION PROJECT MANAGER Ray Beckman PE

Ray's leadership on multiple projects has garnered him high praise from our customers and partners. With a reputation for being a great listener, detail-oriented, focused, and never a doubt that things will go the right way, he will successfully exceed your expectations. Together, Ray and Dan have successfully completed numerous projects with a strong jobsite culture. He served as the Project manager at the Village of Glen Ellyn Parking Garage. Reporting to Candace, in collaboration with Walker Consultants and Cage, will focus on providing solutions to multiple concerns regarding long-term maintenance and durability; minimizing expansion joints, cracking, adequate drainage, concrete mix design, finishing, curing, surface and joint sealers, epoxy-coated reinforcing steel, stainless steel/galvanizing connections, proper concrete cover, encapsulated post-tensioning tendons, and corrosion inhibitors. He will ensure continuous alignment to our initial target budget and schedule goals. In his role as project manager, along with overseeing our project delivery process, Ray will work to develop a strong culture of teamwork and trust on the project site.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Lurie Children's Hospital Multiple Projects - Oak Park, IL

College of Lake County A & B Wing Renovations - Grayslake, IL

College of Lake County Cafe Addition & Core Renovation - Grayslake, IL

SAIC MacLean & Lakeview Lecture Classrooms - Chicago, IL

Faegre Drinker Biddle & Reath BMO Tower TI - Chicago, IL

United Airlines North Airfield Program at O'Hare - Chicago, IL

Allstate Program - Chicago, IL







Education B.S. Photography, College of DuPage

Indusry Tenure

32 Years

Certifications CPR First Aid EMR OSHA 30

JOB SITE CULTURE LEADER

SUPERINTENDENT DAN ROSENBURG

Dan is a 30+ year construction veteran. His on-site supervision responsibilities include direction of subcontractors and coordination of all trades, supervision of Mortenson personnel in performance of materials installation, sequencing of operations, materials expediting, site usage, layout, and general direction of work. Dan has extensive experience in planning and working in multi-tenant buildings and will be our primary liaison with the base building contractor. Dan is known for being innovative on his projects, always looking for a more efficient and safe way to complete work. He is an excellent communicator and will work in tandem with Walker, Cage, and East Dundee to deliver with the least disruption to the city.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL
Mercyhealth Javon Bea Hospital and Physicians Clinic - Rockford, IL
Advocate Good Shepherd Hospital Modernization - Barrington, IL
Woodward Niles Office & Production Buildout - Niles, IL
Faegre Drinker Biddle & Reath BMO Tower TI - Chicago, IL
Allstate Insurance Office Buildout - Largo, FL
Allstate Insurance Jacksonville Building A - Jacksonville, FL
United Airlines B18 Club Renovations at O'Hare - Chicago, IL







Education

M.E. Structural Engineering, Illinois Institute of Technology

B.S. Civil Engineering, Illinois Institute of Technology

Industry Tenure

8 Years

Certifications

Professional Engineer (IL)

Structural Engineer (IL)

American Society of Civil Engineers, Structural Engineering Institue

INNOVATIVE PROBLEM SOLVER

DESIGN PROJECT MANAGER Grace E. Duchaj pe; se

Grace specializes in parking planning, consulting, and design of new parking garage projects, with an emphasis in structural concrete construction. Grace's enthusiasm for innovation and design creativity has led her to gain experience in the design and execution of materials such as concrete, structural steel, and aluminum included on a variety of parking-related and mixed-use structures. Grace has previous experience working and collaborating with Mortenson at the Village of Glen Ellyn Parking Garage. Her project responsibilities include leading the overall project coordination and management, structural systems design, and material specification development. Additionally, she assists with internal quality control reviews and development of company structural design standards.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Maple Street Commuter Parking - Mount Prospect, IL

Illinois State Capitol Complex Underground Parking Structure - Springfield, IL

Wind Creek Casino Parking Structure - Homewood, IL

Madison WI VA Hospital Parking Garage and Warehouse - Madison, WI

University of Illinois at Urbana-Champaign- Garage C10 - Urbana, IL







Education

B.S. Civil Engineering, N.E.D. Univeristy of Engineering and Technology

M.S. Civil Engineering, University of Illinois Urbana-Champaign

Industry Tenure

30 Years

Certifications

Professional Engineer (WI, MI, OH, MO, FL)

Structural Engineer (IL, NV, NE)

Precast/Prestressed Concrete Institute (PCI)

Post Tensioning Institute (PTI)

American Institute of Steel Construction (AISC)

International Code Council (ICC)

Structural Engineers Association of Illinois (SEAOI)

American Concrete Institute (ACI)

ACI 362 Parking Structures Committee, Secretary

ACI 423 Prestressed Concrete

ACI 318-T Post-Tensioned Concrete

STRUCTURAL DESIGN EXPERTISE

STRUCTURAL ENGINEER **Rashid Ahmed** pe, se

Rashid Ahmed is Vice President and Chief Engineer at Walker Consultants. Rashid led the structural group and is responsible for overseeing the structural engineering for the Chicago and other Walker offices. His responsibilities include overseeing structural design, restoration design, quality assurance, construction administration, and peer review for precast and post-tensioned concrete structures. He has over 30 years of experience in the industry working with clients including airports, universities, hospitals, entertainments, developers, and municipalities. Rashid currently serves on various committees with the American Concrete Institute, Post-Tensioning Institute, and Precast/Prestressed Concrete Institute and has been a frequent speaker at their conventions. Rashid served as the Structural Engineer on the Glen Ellyn precast parking structure with architectural precast panels featuring thin-brick and high-end concrete finishes emulating the adjacent historic Civic Center. This structure is strategically placed on a tight site with historic buildings on all sides and includes a basement level of parking. Using his experience, he will provide the best design services in collaboration with Mortenson, Cage, and Village of East Dundee.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Maple Street Commuter parking - Mount Prospect, IL

Libertyville Church Street Parking Structure - Libertyville, IL

Northwestern University Segal Visitor Center - Evanston, IL







Education B.A. Architecture, Arizona State University

Industry Tenure

45 Years

Certifications

Registered Architect (AZ, IL, IN, MI, MN, MO, NE, NY, TX, UT, WI, WY)

American Institute of Architects (AIA)

Member of the National Council of Architectural Registration Boards (NCARB)

CREATIVE ARCHITECTUAL IDEAS

ARCHITECT Chris Morecraft NCARB; AIA

Chris Morecraft joined Walker in 1993 as a Project Architect and currently holds the position of Senior Architect of the Hoffman Estates Office Design Resource Group. Chris began his architectural career in 1976 and has a diverse background of professional experience.

His current efforts are leading the architectural accomplishments of the Design Resource Group, while providing architectural expertise design and production for Walker. He is also has led the efforts in the creation and customization of a Revit company template and organized Revit training of Walker's production staff. His diverse project experience includes; project management, creative architectural design solutions, mixed-use development, building restoration, master planning, site planning, airport planning, hospital planning, industrial park planning, office building design, planned unit developments design, government facilities, university planning and custom single-family residential design.

Select Project Experience

Libertyville Church Street Parking Structure - Libertyville, IL

Rivers Casino - Des Plaines, IL

Banner Good Sam Physicians PS - Phoenix, AZ

Madison WI VA Hospital Parking Garage and Warehouse - Madison, WI

Advocate Christ Medical Center PS - Oak Lawn, IL

Elgin Family Recreation Center - Elgin, IL







Education

B.S. Electrical Engineering, Western Michigan University

A.A.S. Electricity and Electronics, Kalamazoo Valley Community College

Industry Tenure

33 Years

Certifications

Registered Lighting Certified Professional

Registered Professional Engineer (MI, MS, IL, IN, NJ, VA)

National Society of Professional Engineers

RIGHT-SIZED MEP SOLUTIONS

MEP ENGINEER Joe Juzwiak pe; lc

Joe Juzwiak is Walker's MEP Department Head, and has over 33 years of experience in the electrical engineering field. His areas of expertise include design of power, lighting, control, fire alarm, communications and electric distribution systems. He has contributed his electrical expertise to the design of over one hundred parking facilities for Walker, throughout the country. His experience has included the mechanical, electrical, fire protection and plumbing design of new parking structures, restoration and retrofitting of existing parking structures including underground parking structures and parking lot lighting analysis and design.

With Walker since 1996, Joe has been responsible for numerous lighting projects including work on many award-winning parking structure projects including Raleigh Durham Airport, Duke University, Rivers Casino Garage, and Riverside Hospital. Joe also directed the electrical mechanical, and plumbing design of the nation's first and only stand-alone parking structure to receive LEED certification; the Duke Medical University's parking Structure IX.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Maple Street Commuter parking - Mount Prospect, IL

Libertyville Church Street Parking Structure - Libertyville, IL

Wind Creek Casino Parking Structure - Homewood, IL

Madison WI VA Hospital Parking Garage and Warehouse - Madison, WI







Education

B.S. Civil Engineering, University of Illinois Urbana Champaign

Industry Tenure

23 Years

Certifications

Structural Engineer (IL)

Professional Engineer (IL)

Post-Tensioning Institute (PTI), Fellow

Post-Tensioning Institute (PTI) - DC

Post-Tensioning Institute (PTI) - CRT

American Concrete Institute (ACI) - Member

Structural Engineers Association of Illinois (SEAOI), Member

International Concrete Repair Institute (ICRI), Member

LONGEVITY ASSURANCE

DURABILITY CONSULTANT **Dan Moser** pe;se;f.pti

Dan Moser is a Vice President of Forensic Restoration and Building Envelope services in our Hoffman Estates office. He is responsible for managing and coordinating restoration projects and has over 25 years of experience in structural evaluation, practical repair/strengthening design, and project management. Dan's experience includes a wide variety of structures ranging from 800' tall reinforced concrete smokestacks to buildings, bridges, historic structures as well as façades, plazas and parking structures. He has worked with numerous types of clients including building owners, commercial, hospitality, medical, education, public/private sectors, property management companies, insurance companies, attorneys, architects, and contractors. Dan also has extensive experience with Post-Tensioned structures and was honored to be named a Fellow with the Post-tensioning Institute for his significant technical contributions to the industry.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Gateway Center Garage Fire Investigation and Repair - Palatine, IL

Kellogg Square - St. Paul, MN

University of Illinois at Urbana-Champaign - Urbana, IL

Gateway Center Garage Fire Investigation - Palatine, IL





Education B.S. Construction Management, Clemson University

Industry Tenure

31 Years

ESTIMATING ACCURACY

CHIEF ESTIMATOR Dennis McGreal LEED AP BD + C

Dennis's 30 year career has been focused on costs within the built environment. His track record for insightfulness, thoroughness, listening ability, and pricing accuracy cannot be matched. He is known for taking a hands-on approach to understanding unique project issues to provide cost solutions. Dennis has been involved in every estimate, bid and preconstruction effort performed by Mortenson's Illinois office for over 20 years. His expertise and knowledge of market-driven pricing and clinic benchmarking is widely recognized in the industry. He understands the Chicago suburban labor market, vendor pricing trends, and commodities pricing impacts better than anyone in the Chicago area.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL

Mercyhealth Microhospital - Crystal Lake, IL

Advocate Good Shepherd New Patient Care Tower & Modernization - Barrington, IL

OSF St. Joseph Medical Center - Bloomington, IL

Lurie Children's Hospital of Chicago - Chicago, IL







Education

B.S. Civil Engineering, University of lowa

Industry Tenure

11 Years

Certifications

Professional Engineer (IL)

CLIENT-FOCUSED CIVIL ENGINEER

CIVIL ENGINEER Claudia Welp PE

Claudia is a Project Manager with eleven years of experience in site design and project management. Her responsibilities include site layout and design, utility design, site grading, soil erosion and sedimentation control, stormwater management, permit coordination, consultant and client management, specifications, schedules, and cost estimates.

Select Project Experience

Wind Creek Casino Chicago - Homewood/East Hazel Crest, IL

London Crossing Development - Wheeling, IL

Howard Brown Health Center - Chicago, IL

Loyola University Chicago Frances Residence Hall - Chicago, IL

Northwestern University Ryan/Walter Athletic Center - Evanston, IL



OVERSIGHT+GUIDANCE





Industry Tenure 25 Years

VP & GENERAL MANAGER | Sheryl Van Anne

Sheryl provides oversight and leadership to Mortenson's Chicago office as Vice President & General Manager. She will ensure that the project is properly staffed, and the owner's expectations are fully met. Her leadership is based on a long and successful track record in the industry. Sheryl has never faced a project challenge she hasn't been able to solve and is excited to work with East Dundee.

Select Project Experience

St. Alexis Medical Center Parking Structure - Hoffman Estates, IL SAIC Wellness Center - Chicago, IL Mercyhealth Javon Bea Hospital & Physician Clinic - Rockford, IL





Industry Tenure

VP & PRINCIPAL | Bradley Navarro PE

Brad has 20 years of experience in parking planning, design, and consulting, and oversees the production and quality assurance process for all design projects produced by Walker's Chicago offices. He has consulted on hundreds of parking related projects, lending expertise to site selection, engineering, building code analysis, durability design, and facility maintenance and restoration. He was recently awarded the National Parking Association's 40 Under 40 Award.

Select Project Experience

Village of Glen Ellyn Parking Garage - Glen Ellyn, IL Maple Street Commuter Parking - Mount Prospect, IL Libertyville Church Street Parking Structure - Libertyville, IL



Industry Tenure 27+ Years

PRINCIPAL | Fred Thaete PE

Fred has over 27 years of experience in the land development industry servicing clients in the residential, commercial, industrial, and institutional markets. His responsibilities have varied from developing and implementing initiatives at the corporate level to managing design teams for the successful completion of project objectives.

Select Project Experience

Maple Street Commuter Parking - Mount Prospect, IL London Crossing Development - Wheeling, IL The Courtyards of Glen Ellyn - Glen Ellyn, IL



APPENDIX C: MORTENSON DESIGN-BUILD CONTRACT





Standard Form of Agreement Between Owner and Design-Builder - Lump Sum DBIA Document No. 525 (as modified by the Parties)

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

This **AGREEMENT** is made as of the ______ day of ______ in the year of 20 p and between the following parties, for services in connection with the Project identified below.

OWNER: (Name and address)

DESIGN-BUILDER: (Name and address)

PROJECT: (Include Project name and location as it will appear in the Contract Documents)

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) (as modified by the parties) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents (as set forth in Exhibit A), including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its use of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below;

4.3.2 Owner pays Design-Builder the additional sum of _____

Dollars (\$ _____) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties; and

4.3.3 Owner obtains written consent of Design Consultant.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above; provided, however, that Owner obtains the written consent of Design Consultant. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

<u>Article 5</u>

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: (

Interim Milestone Description Scheduled Interim Milestone Date

Owner shall provide approvals or other responses to Design-Builder for the following items within the following time limits:

Item Description

Deadline For Approval/Response

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by ______

(______) days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner ______ Dollars (\$ ______) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s). Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be ______ Dollars (\$______).

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of ______ Dollars (\$ _____) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of

_____percent (_____%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit ______ hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, there shall be no reduction in the Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents

consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 **Performance Incentives.**

6.4.1 Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit ______.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the <u>first</u> (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within fifteen (15) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ten percent (10%), exclusive of general conditions costs and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. The Owner recognizes that certain Subcontractors complete their work early in the course of the Project and may have performed well and extended extra efforts to maintain the progress of the Work. Accordingly, the Owner agrees to consider in good faith and act promptly upon any request made by Design-Builder for the early release, in whole or in part, of retainage held on account of Subcontractors who have performed in the manner described above or for other equitable reasons.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of ______ percent (______%) per month, or the highest rate permitted by law, whichever is less, until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any rates (for labor, equipment, insurance, or other items), multipliers, or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such rate, multiplier, or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _______ percent (______%) of the remaining balance of the Contract Price. If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be relieved of, and Owner hereby waives any claims, subrogation of such claims, that Owner may have, now or in the future against Design-Builder, its employees, officers, directors, Subcontractors, Design Consultants, or agents for errors and omissions relating to the work performed or required to be performed under the this Agreement whether such claims are based in contract, warranty, tort, product liability, indemnity, contribution, strict liability or any other legal

theory. At Owner's request, Design-Builder shall assign any or all of its agreements with the Design Consultants to Owner.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid ______ percent (_____%) of the remaining balance of the Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Senior Representativ	e Name:
Title:	
Address:	
Telephone Number:	
Fax Number:	

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Owner's Representative Nam	e:
Title:	
Address:	
Telephone Number:	
Fax Number:	

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (*Identify individual's name, title, address and telephone numbers*)

Design-Builder Senior Re	presentative Name:	
Title:		_
Address:		
Telephone Number:		
Fax Number:		

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (*Identify individual's name, title, address and telephone numbers*)

Design-Builder's Representative Name:	
Title:	
Address:	
Telephone Number:	
Fax Number:	

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto as Exhibit B and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide a performance bond and labor and material payment bond if indicated below:

Performance and Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required

Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: (Insert any additional provisions)

11.1.1 The following Exhibits to this Agreement are incorporated herein by reference, and are Contract Documents:

Exhibit A: The Basis of Design Documents (such as the Owner's Project Criteria, Design-Builder's Proposal and Design-Builder's Deviation List)

Exhibit B: Insurance and Bonding

Exhibit C:

Exhibit D:

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)	(Name of Design-Builder)
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
Date:	Date:

GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

DBIA Document No. 535 (as modified by the Parties)

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 Agreement refers to the executed contract between Owner and Design-Builder, incorporating the General Conditions of Contract and all exhibits.

1.2.2 Basis of Design Documents are the documents set forth in Exhibit A, which may include the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, as well as the GMP or Lump Sum Proposal or Exhibit if applicable.

1.2.3 Change in Law is the enactment, adoption, promulgation, issuance, modification, or repeal after the effective date of any applicable law or permit or any material change in the interpretation of any applicable law or permit by any federal, state, local, municipal or other governmental authority or entity, or any court of law, with legal jurisdiction over the matter or person in question, that adversely and materially affects Contractor's costs or schedule for performing the Work, provided that (i) a change in federal, state, or local income tax law shall not be a Change in Law and (ii) an enactment, adoption, promulgation, or material change in the interpretation of an applicable law or permit that is published prior to the Effective Date but that becomes effective after the effective date shall not be a Change in Law

1.2.4 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.5 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.6 Design Consultant is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under the Contract Documents. Contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 Force Majeure Events are those events that are beyond the control of the Party claiming

the Force Majeure Event, including the events of war, floods, labor disputes, vandalism or sabotage, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 General Conditions of Contract refer to this DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) as modified by the parties.

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP or Lump Sum Proposal* means that proposal developed by Design-Builder.

1.2.12 *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.

1.2.13 *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.

1.2.14 Owner's Project Criteria are as identified in Exhibit A.

1.2.15 Site is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 Substantial Completion or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof; provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official.

1.2.19 *Work* is comprised of all Design-Builder's design, 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-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the

mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) for Work performed on a cost plus basis, the status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and approval. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will 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 relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, 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 Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder 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. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, including those that are deemed minor

changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder 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.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Lump Sum Contract Price or Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Lump Sum Contract Price or Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder 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-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health

and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder 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 in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities other than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall 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.

4.1.3 Design-Builder 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.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

whose acts they may be liable. To the fullest extent permitted by law, Design-Builder 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-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 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." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Exhibit B to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum A.M. Best rating of A- VIII.

5.1.2 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled or renewal refused unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Any information concerning material reduction of coverage shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in Exhibit B to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located,
all risk property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. Coverage shall be provided from the start of work on site until Final Completion. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, riggin and hoisting, terrorism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work. Upon request, Owner shall provide Design-Builder with a copy of the policy.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 The performance and payment bonds furnished by Design-Builder shall be on the AIA A312-2010 bond forms. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder 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 all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 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.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein 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-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay

Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after

acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, Change in Law, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless said events exceed ______ (__) days in the aggregate.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

- **9.1.1.1** The scope of the change in the Work;
- **9.1.1.2** The amount of the adjustment to the Contract Price; and
- **9.1.1.3** The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

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

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract

Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 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:

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

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

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder 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 changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder 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-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder 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 these General Conditions of 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.

10.2 Dispute Avoidance and Resolution.

10.2.1 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-Builder 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.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, upon the request of either party, Design-Builder's Senior Representative and Owner's Senior Representative, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives 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 will 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. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule,

the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER 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.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder 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.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder 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, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, 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 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, 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-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 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-Builder hereby transfers, assigns and sets 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-Builder 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-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder 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 expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 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 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, 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:

11.4.1.1 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 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder 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-Builder 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-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder 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:

11.5.1.1 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

11.5.1.2 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 11.

11.5.2 The rights and remedies under Section 11.5.1 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-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in

advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as (a) the terms and provisions of this Agreement; (b) the Work Product; and (c) information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. The Parties will grant access to such Confidential Information only to their respective employees and authorized Subcontractors, Design Consultants and agents whose access is necessary to fulfill the terms of this Agreement, and who shall be bound by the terms and provisions of this section.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the

validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

EAST DUNDEE PARKING









LET'S REDEFINE POSSIBLE

VILLAGE OF EAST DUNDEE PRICING FOR DESIGN-BUILD DOWNTOWN EAST DUNDEE PARKING STRUCTURE

08.25.23

Village of East Dundee Downtown Parking Structure East Dundee, IL



August 25, 2023

Design Build Proposal Total	\$5,840,156
SCHEDULE:	
Mobilize and begin construction April 15, 2024. Parking Structure co	mpletion October 9, 2024.
CONSTRUCTION COST BREAKDOWN	
Sitework for Parking Structure	\$664,776
New Parking Structure	\$4,031,466
SUBTOTAL - CONSTRUCTION COST	\$4,696,242
SOFT COST BREAKDOWN	
Design & Engineering	\$457,650
Analysis & Testing	\$57,580
Utility Engineering Allowance (ComEd)	\$25,000
Plan Review Fee Allowance	by Village
Builders Risk Insurance	\$14,089
SUBTOTAL - SOFT COSTS	\$554,318
CONTINGENCY, INSURANCE, FEES	
Design Build Contingency	\$262,528
General Liability Insurance	\$60,644
P&P Bond	\$41,803
Design-Build Fee	\$224,621
SUBTOTAL - CONTINGENCY, INSURANCE, FEES	\$589,596
SCOPE ITEMS NOT INCLUDED	
Photovoltaic canopy support structure and PV cells	

Relocation and burying of electrical lines along Hill Street

Relocation of electrical lines behind the existing retail structures and new deck



Village of East Dundee Downtown Parking Structure East Dundee, IL

August 25, 2023

No.	Description	Cost
1.	Provide a cast-in-place concrete structural system in lieu of a precast concrete structural system.	\$339,131
2.	Provide a shade structure and photovoltaic panels on over the upper deck of the parking structure.	TBD
3.	Relocate and bury the power lines on Hill Street adjacent to the new parking structure.	\$97,163
4.	Relocate and bury the power lines between the retail buildings and the new parking structure (adjacent to the new ramp).	\$54,412





Design Build Project Costs Summary

August 25, 2023

Des	cription		Cost	Notes
1.0	Direct Construction Costs a. Building Sitework b. Parking Structure	<u>Cost/SF</u>	\$ 664,77 \$ 4,031,46	
	Subtotal	\$1,341.78	\$ 4,696,24	2
2.0	Professional Fees			
210	a. Architecture & Engineering Fees Architecture (Walker) Structural Engineering		\$380,00	
	(Walker)		Inc	d.
	Civil (CAGE)		Inc	а. А.
	Geotechnical Engineering (Rubino) Cage (survey)		\$14,15 \$21,80	
	b. Misc. Consultants		¢0.00	
	Other Consultant Peer Reviews		\$9,20)
	c. Reimbursables		\$20,00)
	Subtotal	\$130.76	\$457,65)
3.0	Furnishings and Equipment			
	a. Furniture & Furnishings b. Artwork		N/	A
	e. Exterior & Interior Signage		in 1	0
	Subtotal	\$0.00	\$	
4.0	Soft Costs			
	a. Survey		in 2	0
	c. Environmental Analysis		\$12,00) Phase 1 / Phase 2 survey
	d. Testing & Inspection Services		\$45,58	
	e. Builder's Risk Insurance		\$14,08 by Villas	
	g. ComEd Engineering Allowance		\$25,00	
	h. Water / Sewer Tap Feesi. Telephone Service Connection		Include	d Included in permit By Service Provider
	Subtotal	\$27.62	\$96,66	3
5.0	Technology Infrastructure			
	a. Blue Light Systemb. CCTV/CATV Raceways		in 1 in 1	0 Raceway only
	Subtotal	\$0.00	\$	
6.0	Total Project Soft Costs (2.0+3.0+4.0+5.0)	\$158.38	\$554,31	3
7.0	Total Project Costs (1.0 + 6.0)	\$1,500.16	\$5,250,56)
8.0	Design/Build Insurances & Fee			
	Design Build Contingency	5.00%	\$262,52	3
	P&P Bond		\$41.80	3
	Design-Build Fee		\$224,62	1
	Total		\$5,840,15	;



Village of East Dundee New Downtown Parking Structure East Dundee, Illinois

Design Build Estimate

Assumptions and Clarifications August 25, 2023

Introduction

The Design-Build estimate for the Village of East Dundee Downtown Parking Structure has been prepared based on the documents included in our Technical Proposal. This assumptions and clarifications narrative provided supplemental information to the project information outlined in the Technical Proposal.

General

The general parameters upon which the estimate is based are listed below. These items do not fall into the CSI Division categories, but rather are global in nature and affect multiple categories in regard to pricing and scope.

- 1. Sales tax is not included on the basis the Village of East Dundee is a tax-exempt entity.
- 2. Kane County union wages were used in estimating the labor costs.
- 3. The project is not pursing LEED or Park Smart certification.
- 4. Seismic bracing and supports should not be required and are excluded.
- 5. The Foundation Design for this pricing exercise is based on the geotechnical report in the RFP provided by Soil and Material Consultants, Inc. dated April 7, 2023. The team intends to hire their own geotechnical engineer for the final design.
- 6. Utility pricing is based on the survey in the RFP by Gerald L. Heinz & Associates, Inc. dated 01.20.2023.

Schedule

7. The Design Build estimate is based on the schedule included in our Technical Proposal.

Allowances

Allowances have been included for the following items:

a.	ComEd new service engineering charges	\$25,000
b.	"Code Blue" System:	\$12,500
C.	Landscaping	\$50,000

Foundations

8. Earth retention is included for a portion of the elevation along Hill Street.

Superstructure

- 9. The exterior face of the structural precast panels shall be finished with a combination of acid etched, light sand blasted, or form liners and reveals. The concrete shall be an integrally colored mix. Locally sourced aggregates shall be utilized in achieving the desired color.
- 10. Structural components of the structure shall have no coloration beyond a standard "grey concrete" appearance.

Roofing

11. A traffic coating is provided on the second tier parking level above the mechanical and electrical rooms.

Fire Protection

- An NFPA 13 compliant, dry fire protection system is included. All areas are Ordinary hazard
 Black steel piping and an air compressor is included for the dry system. A fire pump is not included.
- 13. A manual, dry standpipe system is included.

Plumbing

- 14. PVC is included for above and below grade storm and sanitary piping.
- 15. Type L copper with soldered fittings is included for domestic water piping 2" and smaller.
- 16. An interior floor drain is included in the mechanical room.

<u>HVAC</u>

17. A standalone (not connected to BAS or data) CO/NO2 detection system is included.

Electrical

18. Rough-in for two (2) vehicle charging stations is included.

Site Improvements

- 19. All excavated material shall be handled as clean construction demolition debris (CCDD). A unit price shall be established for haul off of any earthen material that is determined to need to be taken to a "Subtitle D" waste disposal facility.
- 20. Sidewalks and curbs are included around the complete perimeter of the site. All sidewalks are assumed as 5" thick standard "grey" concrete with a tooled joint approximately every 5ft.

Integrally colored concrete, exposed aggregates, or non-native aggregate concrete mixes are excluded.

- 21. The entry drive into the parking structure is included as concrete pavement.
- 22. The landscape allowance includes plantings, planter boxes, site furnishings and related elements. An irrigation system is not included.

EAST DUNDEE PARKING

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Request for Proposals (RFP) Legal Advertisement: Design-Build Downtown East Dundee Parking Structure The Village of East Dundee, IL is seeking proposals from professional Design-Build Teams to provide all labor, materials, and provisions necessary to produce conceptual designs, final design, construction documents, permitting, and construction of a 2-level parking structure located in the downtown district of East Dundee, IL. The parking structure will provide needed parking for visitors to the downtown district. The facade of the parking structure will need to be designed to reflect and compliment the other buildings within the downtown district. The RFP can be found at *eastdundee.net* under the "2023". The Village of East Dundee is an equal opportunity employer and all persons will be evaluated without regard to race, color, reflign, sex, sexual orientation, gender identity, notional origin, veteran or disability status. Published in Daily Herald June 21, 2023 (460166b)

CERTIFICATE OF PUBLICATION Paddock Publications, Inc.



Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the Fox Valley DAILY HERALD. That said Fox Valley **DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 06/21/2023

in said Fox Valley DAILY HERALD. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY Designee of the Publisher of the Daily Herald

Control # 4601668



Memorandum

То:	Village President and Board of Trustees	DŪNDĖE
From:	Erika Storlie, Village Administrator	\$\$T. 1881
Subject:	Discussion of Village-owned Real Property (2 & 4 N. Van Buren,	East Dundee)
Date:	October 2, 2023	

Action Requested:

Staff requests Village Board direction regarding the Village-owned properties at 2 & 4 N. Van Buren, East Dundee, IL 60118.

Funding Source:

Downtown TIF #4 – Fund 39 (2 N. Van Buren) General Fund 1 (4 N. Van Buren)

Summary:

The Village completed the purchase of 2 & 4 N. Van Buren earlier this year. Since then, staff have been working to disconnect the utilities and secure the property ahead of the winter. Staff solicited quotes from Donegal Demolition Services who was the low bidder and recently completed the demolition of 408 Barrington Ave. The proposals are as follows:

4 N. Van Buren	\$24,275
2 N. Van Buren	\$22,285

The Police Department has been utilizing the buildings for training purposes, but other than that, the property currently has no other current usage. If the direction from the board is to proceed with demolition, staff will add this to the 2024 proposed budget in anticipation of demolition in the spring.

The funding for the demolition of 2 N. Van Buren would be funded by the downtown TIF. The adjacent property at 4 N. Van Buren is not in the TIF and therefore would be funded by the general fund.

Other alternatives include leaving the structures for now and waiting to do anything until we have more refined plans for the property.

Additionally, staff recommends beginning discussions with IDOT regarding the possibility of adding a right turn lane from westbound Route 72 onto Van Buren St using a portion of the 2 N. Van Buren property to accommodate it. Staff would also want to investigate the best way to utilize any additional space along Van Buren to possibly accommodate a right turn lane from Van Buren onto southbound Route 72.

Attachments:

Demolition Proposal



PROPOSAL Proposal No: 230612.2 Date: 06/12/23 Customer: Village of East Dundee Job Address: 2 North Vanburen, East Dundee

proposal is presented in accordance with the following plans: architectural dated XX/XX/XX & engineering dated XX/XX/XX

WE NEED ACCESS FROM REAR OF PROPERTY TO DEMOLISH THE HOUSES

SEPTIC LOCATING, CRUSHING, AND WATER DISCONNECT \$6,625.00

- Locate existing septic tank Village responsible FOR cleaning septic tank
- Crushing septic tank and remove
- Disconnect water at the main

DEMOLITION \$16,200.00

Included to be demolished and removed from the site are the following:

- Existing house, garage, foundation, drives, private walks, slabs _
- Includes saw cutting asphalt on property line
- Public walk and curb are not included _
- IF A RETURN TRIP IS REQUIRED TO REMOVE PUBLIC WALK AND CURB AN ADDITIONAL CHARGE OF \$750.00 _ WILL BE APPLIED

TOTAL PROJECT COST \$22,825.00

Machine time to backfill existing hole - \$2,500.00 Clay importing free of charge Pulverized black dirt - \$525.00 per load

EXCLUSIONS

Demolition - Removal of any trees, bushes, excessive household debris, draining and removal of Freon from AC units, site or tree protection, black dirt, seeding, permits, utility disconnects, or stone backfill unless specifically noted above. We assume no liability for damage to foundations, sidewalks, driveways, fences, trees or any underground construction damage by equipment or trucks making deliveries. Pools inside the house unless specifically noted on proposal.

Excavation - Soil testing, stabilization, compaction, undercuts, additional costs due to contaminated soils or hard to handle material, additional cost due to discrepancies between the plans, or site conditions, unforeseen underground objects, shoring unless specifically noted above, haul off of other trades spoils, protection and repair of landscaping, sidewalks, driveways and curb and gutter from truck and machine traffic or construction activity in the performance of the above work. We assume no liability for damages to fences due to ground conditions and tight lots. Embankment collapses will be billed at time and materials.

Sewer, Water & Storm – Protection and repair of landscaping, sidewalks, driveways and curb and gutter from truck and machine traffic or construction activity in the performance of the above work, damage to sidewalks and driveways from shallow directional bores, additional labor, and material due to utility conflicts. We assume no liability for damage to foundations, sidewalks, driveways, fences, trees or any underground construction damage by equipment or trucks making deliveries. Excludes all trench drains and installation unless specific noted above. 2" pvc for future street lighting will be installed if the builder provides the material otherwise it is not included. Replacing neighbors' aprons for disconnects that fall into them. Replacing brick streets. Sewer depth is assumed 9' deep unless specifically noted on plans.

TERMS

Payments are due within 30 days of invoice. 1-1/4% (15% annually) finance charge will be applied to all balances still due after 30 days. Customer agrees to pay all collection cost and attorney fees if collection by lawsuit is needed. Any, and all changes from plans referenced above may result in change to contract price. Donegal reserves the right to require deposits/down payments before work is commenced.

13011 Grant Rd, Lemont, IL 60439 Phone: (630) 321-8200 Fax: (630) 321-8201 Email: estimating@donegalexcavating.com



PROPOSAL Proposal No: 230612.2 Date: 06/12/23 Customer: Village of East Dundee Job Address: 2 North Vanburen, East Dundee

ACCEPTANCE OF PROPOSAL

COVID-19/ War in Ukraine – Donegal Services reserves the right to add on necessary charges to material to supplement for the rise in the market prices due to COVID-19/ Ware in Ukraine. The additional price will be within supplier cost increase. Donegal Services reserves the right to charge a fuel surcharge due to the volatility of the fuel mark.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Donegal Services is authorized to do the work as specified. The above proposal is valid for 30 days. Work on the above project will not begin until a signed proposal is received.

Customer Signature

Date

Donegal Signature

Date



PROPOSAL Proposal No: 230612.3 Date: 06/12/23 Customer: Village of East Dundee Job Address: 4 North Van Buren, East Dundee

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proposal is presented in accordance with the following plans: architectural dated XX/XX/XX & engineering dated XX/XX/XX

WE NEED ACCESS FROM REAR OF PROPERTY TO DEMOLISH THE HOUSES

SEPTIC LOCATING, CRUSHING, AND WATER DISCONNECT \$6,625.00

- Locate existing septic tank Village responsible FOR cleaning septic tank
- Crushing septic tank and remove
- Disconnect water at the main

DEMOLITION \$17,650.00

Included to be demolished and removed from the site are the following:

- Existing house, garage, foundation, drives, private walks, slabs _
- Included saw cutting asphalt on property line
- Public walk and curb are not included
- IF A RETURN TRIP IS REQUIRED TO REMOVE PUBLIC WALK AND CURB AN ADDITIONAL CHARGE OF \$750.00 WILL BE APPLIED

TOTAL PROJECT COST \$24,275.00

Machine time to backfill existing hole - \$2,500.00 Clay importing free of charge Pulverized black dirt - \$525.00 per load

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PROPOSAL Proposal No: 230612.3 Date: 06/12/23 Customer: Village of East Dundee Job Address: 4 North Van Buren, East Dundee

ACCEPTANCE OF PROPOSAL

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Customer Signature

Date

Donegal Signature

Date