

Village Board Agenda Memo

Date: 5/06/13

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager *JC*

RE: 2013 Beach Avenue Paving – Phase 3 (IDOT Resolution)

PURPOSE: The Beach Avenue paving program will soon be submitted to IDOT for approval to spend \$235,000 of Motor Fuel Tax Funds.

GENERAL BACKGROUND:

This year's budget includes the paving and replacement of sewer/water main as needed on Beach, from 29th to 31st. In addition to MFT funds, money has also been budgeted in the Sewer, Water and Capital Improvement Projects funds for this project.

Hancock Engineering has prepared a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for this paving project. The total amount budgeted for this project (inclusive of engineering) is \$717,910. The MFT portion is \$235,000 or 33%.

MOTION/ACTION REQUESTED:

Motion approving a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for the expenditure of \$235,000 in MFT funds.

STAFF RECOMMENDATION:

Staff recommends approval of this document.

DOCUMENTATION:

- Resolution for Improvement by Municipality Under the Illinois Highway Code



**Illinois Department
of Transportation**

RESOLUTION No. 13-12

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
Council or President and Board of Trustees
 Village LaGrange Park of LaGrange Park Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Beach Avenue		31 st Street	29 th Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the resurfacing of the roadway including curb and gutter replacement, sidewalk improvements, removal and replacement of driveways landscape restoration and other related improvements

and shall be constructed 25' E-E wide
 and be designated as Section 13-00073-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Two Hundred Thirty Five Thousand
and no/100 Dollars (\$235,000.00) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer

I, Amanda G. Seidel Clerk in and for the
 Village LaGrange Park of LaGrange Park
City, Town or Village
 County of Cook, hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the President and Board of Trustees
Council or President and Board of Trustees
 at a meeting on May 28, 2013
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
day of May, 2013
 (SEAL)

City, Town, or Village Clerk

Village Board Agenda Memo

Date: 5/06/13

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director
Julia Cedillo, Village Manager

BJM

JC

RE: Sale of Surplus Vehicles and Equipment at WCMC Spring Auction

PURPOSE: Sale of surplus vehicles and equipment at the WCMC Spring Auction.

GENERAL BACKGROUND:

The WCMC Spring 2013 Vehicle & Equipment Auction is scheduled for Saturday, June 29, 2013 at Triton College. All WCMC communities are eligible to participate in this Auction.

The Department of Public Works has the following items which have been determined to be surplus:

1998 Dodge Durango	1B4HS28YWF216283
1993 Chevrolet Pickup	1GCFK24C9PE139464
1978 Mouldin Steel Wheeled Roller	ID# 247713

Minimum bids that must be paid to purchase the items at auction will be set as follows:

1998 Dodge Durango	\$1,000
1993 Chevrolet Pickup	\$4,000
1978 Mouldin Steel Wheeled Roller	\$500

MOTION / ACTION REQUESTED:

Motion approving an Ordinance Authorizing the Sale by Public Auction of Personal Property Owned by the Village of La Grange Park.

STAFF RECOMMENDATION:

In order to participate in the auction, a signed Ordinance must be presented to the WCMC by June 28, 2013. Staff is recommending adoption of this Ordinance.

WORK SESSION RECOMMENDATION:

The Work Session met on May 14, 2013, and it was agreed that the "lowest possible bid" for the 1993 Chevrolet Pickup should be increased from \$2,000 to \$4,000, and that all items should be brought to the upcoming WCMC Spring Auction on June 29th.

DOCUMENTATION:

- Ordinance Authorizing the Sale by Public Auction of Property Owned by the Village of La Grange Park.

Ordinance No. 972

**An Ordinance
Authorizing the Sale by Public Auction
of Personal Property Owned by the
Village of La Grange Park**

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois encourages intergovernmental cooperation and authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Illinois Municipal Code 65 ILCS 5/1-1-5, et seq., and 5/11-15.1-1, et seq., authorize units of local government to exercise their powers, privileges and authority for the purposes of intergovernmental cooperation; and

WHEREAS, the West Central Municipal Conference is a not-for-profit corporation comprised of municipal members dedicated to fostering intergovernmental cooperation; and

WHEREAS, units of local government have joined together in cooperation with the West Central Municipal Conference for the purpose of auctioning or otherwise disposing of surplus vehicles, equipment, and materials; and

NOW, THEREFORE, THE AFORESAID IS HEREBY INCORPORATED BY REFERENCE AND IT IS ORDAINED BY THE VILLAGE BOARD AS FOLLOWS:

Section 1: Pursuant to 65 ILCS, 5/11-76-4 or 65 ILCS 5/11-76-4.2, the following personal property is hereby declared to be surplus and not needed and it is hereby found that it would be best served by the sale of the described personal property:

<u>Vehicle ID Number</u>	<u>Unit Number</u>	<u>Year</u>	<u>Make</u>	<u>Minimum Value</u>
1B4HS28YWF216283		1998	Dodge Durango	\$1,000
1GCFK24C9PE139464		1993	Chevrolet 2500 Pickup	\$4,000
ID# 247713		1978	Mouldin Steel Wheeled Roller	\$500

Section 2: MANNER OF DISPOSAL: The Village Manager is hereby authorized and directed to enter into an agreement with the West Central Municipal Conference for the sale of said surplus equipment described in Section 1 above. The sales shall be advertised and the auction conducted by an auctioneer compensated in the manner prescribed by the Conference. Participation is on a first come, first served basis. The auction has been scheduled for Saturday, June 29, 2013, at Triton College in River Grove, Illinois.

The WCMC has entered into an agreement with Obenauf Auction Service, Inc. to conduct its Spring 2013 auction. Obenauf Auction Service, Inc. shall accept the highest bid on each surplus item auctioned, provided same is no less than the minimum value individually set forth in Section 1 (unless a lower bid is approved by an authorized on-site Village representative). Upon verifiable payment of the auction price, the Village Manager is hereby authorized and directed to convey and transfer title of the aforementioned personal property to the successful bidder.

Section 3: Brendan McLaughlin, or his designee, is hereby authorized to direct the sale of the aforesaid personal property at the next scheduled West Central Municipal Conference Auction.

Section 4: This ordinance shall be in full force and effect from its passage.

AYES:

NAYS:

ABSTENTIONS:

PASSED AND APPROVED this 28th day of May, 2013.

James L. Discipio, Village President

ATTEST:

Amanda Siedel, Village Clerk

Village Board Agenda Memo

Date: 5/06/13

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BSM*
Julia Cedillo, Village Manager *JC*

RE: **Purchase of Replacement Vehicle**

PURPOSE: Purchase of vehicle to replace the 1998 Dodge Durango.

GENERAL BACKGROUND:

The 2013/14 Village of La Grange Park Budget includes funds to purchase a replacement vehicle for the 1998 Dodge Durango. The Suburban Purchasing Cooperative has awarded a contract to Freeway Ford for F150 Pick-Up trucks. A pick-up truck is proposed in lieu of a SUV, as it is more functional as a Public Works vehicle. The specifications for this vehicle were prepared based on the truck's forecasted use in the fleet.

\$35,000 is budgeted for this vehicle. The actual price is \$26,898.

A portion of the remaining balance will be used for the purchase of an equipment box, radio and appurtenance installation.

MOTION/ACTION REQUESTED:

Motion authorizing the purchase of a F150 Pick-Up Truck as specified from Freeway Ford in the amount of \$26,898.

STAFF RECOMMENDATION:

Staff is recommending the purchase of a F150 pick-up truck as specified from Freeway Ford, for a total amount of \$26,898 be approved.

DOCUMENTATION:

- Quote from Freeway Ford



"Chicagoland's Truck Professionals"

LaGrange Park
Att: Brendan McLaughlin

We are pleased to do your quote on the 2013 Ford F-150 Super Cab XLT:

- *Exterior to be determined**
- *Gray Cloth Interior**
- *Trailer Tow**
- *4X4**
- *V6**
- *Rear View Camera**
- *Vinyl Floor**
- *Spray in Bed Liner**
- *XLT Convenience Package**
- *XLT Plus Package**
- *Undercoating**
- *4 Corner LEDs**

Total Price \$26,898.00

Thank you and if you have any questions please call.

Sincerely,

Peter DeMeis
Freeway Ford

Village Board Agenda Memo

Date: 5/21/13

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BSM*
Julia Cedillo, Village Manager *JCE*

RE: 2013 Concrete Restoration Program

PURPOSE: To present a recommendation to award a contract in an amount not to exceed \$30,000 to complete sidewalk removal and replacement work, along with miscellaneous concrete restoration work.

GENERAL BACKGROUND:

The sidewalk removal and replacement program was approved by the Village Board in the 2013-14 Budget, and continues to focus on the elimination of potential "trip" hazards to provide safe public sidewalks. The sidewalks that are determined to be a potential trip hazard will be removed and replaced at no cost to residents. Some curb and driveway approaches removed from utility repairs will also be replaced as part of this project.

In an attempt to secure competitive pricing, staff worked with the Villages of Countryside, La Grange, North Riverside, Riverside and Western Springs, and put together a bid packet. A legal notice was published in the Suburban Life Newspaper on April 17, 2013, and the bid opening was held on May 6, 2013 at 9:30a.m. The results from the bid opening are attached. Both vendors submitted identical bids for the Village of La Grange Park.

The Village has budgeted \$20,000 for concrete repairs, and \$10,000 for slab-jacking. At this time, we have identified all locations requested by residents and all locations impacted by utility repairs. It is requested that the funds budgeted for slab-jacking be made available for this contract. While the bid came in below \$30,000, staff anticipates that the Village may need field changes and are requesting authorization up to the total \$30,000 budgeted.

MOTION / ACTION REQUESTED:

Motion to award a contract to Globe Construction Inc. in the amount not to exceed \$30,000 for completion of sidewalk removal and restoration and other concrete work to be performed in the Village of La Grange Park.

STAFF RECOMMENDATION:

After evaluation of the bids submitted, Staff recommends awarding a contract to the lowest bidder, Globe Construction Inc., in an amount not to exceed \$30,000.

WORK SESSION RECOMMENDATION:

The Work Session met on May 14th, and at that time Staff recommended awarding the contract to the lowest bidder, Globe Construction Inc. The Work Session concurred with staff's recommendation.

DOCUMENTATION:

- Bid Tabulation Sheet

BID TABULATION

BID DATE & TIME: Monday, MAY 6, 2013 @ 9:30a.m.

PROJECT: 2013 Sidewalk Program for the Villages of Countryside, La Grange, La Grange Park, North Riverside, Riverside & Western Springs

BASE BID	TOTAL QUANTITY UNIT	SCHROEDER & SCHROEDER		GLOBE CONSTRUCTION	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Item #01-A					
P.C.C. Removal (5-6") and Replacement (5-6")					
Village of North Riverside **					
Village of La Grange	2,000 SF	\$8.00	\$16,000.00	\$8.00	\$16,000.00
Village of La Grange Park	3,000 SF	\$8.00	\$24,000.00	\$8.00	\$24,000.00
Village of Countryside	2,500 SF	\$8.00	\$20,000.00	\$8.00	\$20,000.00
Village of Western Springs	5,775 SF	\$8.00	\$46,200.00	\$7.00	\$40,425.00
2. Item #01-B (Village of Riverside)					
Pea Gravel Mix					
P.C.C. Removal (5") /Replacement (5")	4550 SF	\$12.00	\$54,600.00	\$7.00	\$31,850.00
P.C.C. Removal (6") /Replacement (6")	400 SF	\$12.50	\$5,000.00	\$7.00	\$2,800.00
P.C.C. Removal (7") /Replacement (7") at Commerical Driveways	125 SF	\$13.00	\$1,625.00	\$8.00	\$1,000.00
3. Item #01-C (Village of Western Springs)					
P.C.C. Sidewalk Removal (7") /Replacement (7") at Commerical Driveways					
	810 SF	\$9.00	\$7,290.00	\$8.00	\$6,480.00
4. Item #02					
Combination Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)					
Village of North Riverside **					
Village of Riverside	0 LF	\$35.00	\$0.00		\$0.00
Village of La Grange	100 LF	\$35.00	\$3,500.00	\$25.00	\$2,500.00
Village of La Grange Park	50 LF	\$35.00	\$1,750.00	\$35.00	\$1,750.00
Village of Countryside	100 LF	\$35.00	\$3,500.00	\$25.00	\$2,500.00
Village of Western Springs	100 LF	\$35.00	\$3,500.00	\$25.00	\$2,500.00
		TOTALS:	\$186,965.00		\$151,805.00
SUPPLEMENTAL UNIT PRICES					
1. Item #03					
5" Detectable Warnings (if needed)					
Village of Western Springs	150 SF	\$45.00	\$6,750.00	\$20.00	\$3,000.00
Village of Countryside	60 SF	\$45.00	\$2,700.00	\$20.00	\$1,200.00
2. Item #04					
ADA Panels (if needed)					
	1 EA	\$325.00	\$325.00	\$200.00	\$200.00

**North Riverside's Budget will not be approved until June 2013. Upon budget approval, they would like to participate in the unit prices for this bid.

TOTALS BY VILLAGE: (does not include supplemental)

	<u>SCHROEDER</u>	<u>GLOBE</u>
Village of North Riverside		
Village of Riverside	\$61,225.00	\$35,650.00
Village of La Grange	\$19,500.00	\$18,500.00
Village of La Grange Park	\$25,750.00	\$25,750.00
Village of Countryside	\$23,500.00	\$22,500.00
Village of Western Springs	\$56,990.00	\$49,405.00
	<u>\$186,965.00</u>	<u>\$151,805.00</u>

Village Board Agenda Memo

Date: May 6, 2013

To: Finance Committee Chair Patricia Rocco
President & Board of Trustees

From: Pierre Garesché, Finance Director *P.G.*
Julia Cedillo, Village Manager *J.C.*

Re: **Motor Fuel Tax Appropriation**

GENERAL BACKGROUND:

The Village President and Board of Trustees authorized a bond issue in the spring of 2004 to finance the paving of numerous streets. The intent was to retire the bonds using primarily Motor Fuel Tax revenue, with smaller contributions from the Water Fund and the Sewer Fund for that portion of the project related to water and sewer infrastructure respectively.

If we are to use Motor Fuel Tax funds to pay principal and interest to the bondholders, the Board needs to pass a resolution each year appropriating the necessary funds. The Illinois Department of Transportation uses a standard form for this purpose entitled "Obligation Retirement Resolution". The resolution accompanies this memo.

One might note the resolution appropriates a smaller sum [\$223,203.48] than is needed to make the principal and interest payments [\$268,435.00]. The difference between the two amounts is the sum to be paid from Water Fund and Sewer Fund monies. The Water Fund will pay \$12,462.87 and the Sewer Fund \$32,768.65.

MOTION/ACTION REQUESTED:

"I move that the Board approve the accompanying Obligation Retirement Resolution appropriating \$223,203.48 of Motor Fuel Tax funds for the purpose of paying bond principal and interest."

STAFF RECOMMENDATION:

We recommend the resolution be approved at the May 28, 2013 board meeting.

DOCUMENTATION:

Obligation Retirement Resolution



**Obligation Retirement Resolution
(County or Municipal)**

A resolution providing for the retirement of certain municipal indebtedness by the use of motor fuel tax funds

WHEREAS, the Village of La Grange Park has outstanding indebtedness described as follows:

\$2,260,000 General Obligation Bonds, Series 2004

(Title of bond issue or paving district and municipal motor fuel tax section number)

Bonds or Public Benefit Assessments	Number of the Bonds or Assessments	Interest or Principal	Date Due	Amount
Bonds	9	Principal	12/1/2013	\$250,000.00
		Interest	6/1/2013	9,217.50
		Interest	12/1/2013	9,217.50
		Total		\$268,435.00

and.

WHEREAS, in the opinion of this body, the indebtedness described in the preceding paragraph may be retired with funds allotted to the municipality under the Motor Fuel Tax Law, and

WHEREAS, it appears that sufficient motor fuel tax funds are or will be available when the above indebtedness is due, and

WHEREAS, the President and Board of Trustees has, by resolution adopted 11/27/2012 Ord. # 961,
(County Board, Council or President and Board of Trustees)

directed the Clerk of Cook County to cancel the 2012 tax levy (for taxes collectable in 2013) which would have produced funds to pay this indebtedness. (Not applicable to special assessment projects.)
(year)

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Two Hundred Twenty-Three Thousand, Two Hundred Three and 48/100 dollars (\$ 223,203.48) from funds allotted to the county or municipality under the Motor Fuel Tax Law for the payment of the above-described indebtedness, and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit three (3) certified copies of this resolution to the Regional Engineer, Department of Transportation, District 1, Schaumburg, Illinois.

I, Amanda G. Seidel, Village Clerk in and
(County or Municipal)

for the Village of La Grange Park hereby certify
(County or Municipality)

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

President and Board of Trustees at a meeting on May 28, 2013
(County Board, Council or President and Board of Trustees)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28th day
of May, A.D. 2013

Village Clerk.
(County or Municipal)

(Seal)

Building & Zoning Committee

Michael Sheehan, Chairman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: May 28, 2013

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Subdivision Application: McNaughton Development Inc., 145 Timber Lane

GENERAL BACKGROUND:

On February 26, 2013, the Village Board approved an application by McNaughton Development, Inc. to construct a 9-lot single-family subdivision and related public improvements at 145 Timber Lane, known as Heatherdale Subdivision. Following the approval of the subdivision, McNaughton identified a buyer for Lots 8 and 9. This buyer would like to consolidate the two lots in order to construct a home that straddles both lots. The newly combined lot would be 17,864 square feet.

The Developer has completed all demolition work and the mass grading of the site. All necessary permits from the MWRD and IEPA related to the water main and sanitary sewer installation have been obtained although installation of the public improvements has not yet begun. To date, the developer has submitted for building permits for four homes (Lots 2, 3, 4 & 5). One building permit has been issued for the construction of a home on Lot 2.

DEVELOPMENT PROPOSAL

The previously approved Plat of Subdivision contains nine single-family lots that range in size from 6,710 square feet to 10,828 square feet and one outlot. Lot 8 is 10,828 square feet and Lot 9 is 7,036 square feet. A five foot Public Utility and Drainage Easement (P.U. & D.E.) and Restricted Access Easement runs north to south along the east property line of Lot 8 and along the west property of Lot 9, creating a 10' wide easement. This easement was intended to serve as the overland flow route for storm water run-off from the extended Finsbury Lane and also to serve as a means of access for Village vehicles in case of emergency or the need to maintain or repair Village utilities contained in rear yards. Lot 9 was also to contain a weir/level spreader at the rear of the lot to direct the overland flow of storm water onto the adjacent Forest Preserve property.

In order to accommodate the consolidation of the two lots and the construction of a home in the middle of the consolidated lot, the Developer is proposing to relocate the P.U. & D.E. to the east side of the newly created Lot 8, as the property naturally slopes to the northeast. This new P.U. & D. E., proposed at 15' wide, would serve as the overland flow route for storm water and would also contain an underground storm sewer pipe. A weir/level spreader will be located in the northeast corner of the newly created lot and will tie into a retaining wall that will run north south approximately 45 feet within the P.U. & D.E. The retaining wall is needed to maintain the existing grade on the adjacent lot to the east. A 10' wide Restricted Access Easement will overlap the P.U. & D.E. to insure that the Village retains vehicular access to rear yards in the subdivision.

The Village Engineer has reviewed the revised engineering and has no concerns with the proposed changes. Please see the attached memo from Hancock Engineering.

At the February 26, 2013 meeting, the Village Board approved an Improvement and Maintenance Agreement for Heatherdale, detailing the timing for construction of the improvements, how the property will be maintained while under construction, and how the public improvements will be secured. This Agreement has been amended to reflect the changes to the Plat and to update the cash-in-lieu payment amount per home based on the revised lot count. The amended Agreement is attached for your review.

PLAN COMMISSION

On May 13, 2013 the Plan Commission reviewed the amended subdivision request. This meeting was not a public hearing and no formal notice to the adjacent residents was required. However, as a courtesy, staff did send a letter to all residents who previously expressed interest in the development, notifying them of the pending Plan Commission and Village Board consideration.

The minutes from the meeting have not yet been approved. However, aside from the potential buyer of Lot 8 and Lot 9, there was no public present at the meeting. At the meeting, the Developer requested to remove the 15' Pedestrian and Sidewalk Easement depicted on the Plat (west side of the new Lot 8), as the details of the sidewalk connection have not been finalized with the buyer. Additionally, one Plan Commissioner requested clarification from the Developer and Village Engineer on the revised storm water management plan.

After all questions were addressed, the Commission voted unanimously (4-0) to recommend approval of the subdivision, with the following conditions:

- 1) That the Developer revise all plans and documents in accordance with the review letter from Emily Rodman to Paul McNaughton dated May 7, 2013, prior to Village Board consideration. *This condition has been met.*
- 2) That the 15' Pedestrian and Sidewalk Easement shown on Lot 8 of the amended Plat of Subdivision be removed, per the Developer's request. *This condition has been met.*

MOTION/ACTION REQUESTED:

Motion to approve an Ordinance Approving Amended Final Subdivision Plat for Heatherdale Subdivision

DOCUMENTATION:

- Ordinance granting amended subdivision approval for Heatherdale Subdivision
- Amended and Restated Improvement and Maintenance Agreement
- Plat of Subdivision
- Memo from Hancock Engineering Regarding Revised Final Engineering Plans
- Plan Commission Memo (without attachments – previously distributed with attachments)
- Subdivision Application (previously distributed)

ORDINANCE NO. 973

**AN ORDINANCE APPROVING AMENDED FINAL SUBDIVISION PLAT FOR
HEATHERDALE SUBDIVISION**

WHEREAS, the Village of La Grange Park (“Village”) previously approved a Final Subdivision Plat of Heatherdale Subdivision (the “Plat”) regarding a 2 acre parcel of property located at 145 Timber Lane, LaGrange Park, Illinois; and

WHEREAS, McNaughton Development, Inc. (“Developer”) has subsequently filed an Application for Approval of an Amended Final Subdivision Plat of Heatherdale Subdivision (the “Amended Plat”) to combine two lots into one lot; and

WHEREAS, the Plan Commission reviewed the Plat and Engineering Plans prepared by Design Tek Engineering, Inc. (Project #12-10004), along with various memoranda prepared by Village Staff and Village Engineer, and has recommended that the Board of Trustees approve the Plat, subject to approval by the Village Engineer and Village Staff of final engineering plans and also subject to Developer’s removal of the Pedestrian and Sidewalk Easement shown on the Amended Plat; and

WHEREAS, Developer has subsequently filed a Second Amended Final Subdivision Plat of Heatherdale Subdivision which conforms to the Amended Plat but without the Pedestrian and Sidewalk Easement (the “Amended Final Plat”); and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village of La Grange Park to approve the Amended Final Plat subject to the conditions stated below.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of LaGrange Park, Illinois, as follows:

SECTION 1: That the Amended Final Subdivision Plat of Heatherdale Subdivision be and hereby is approved, subject to the following conditions:

- 1) That the Developer and Village execute the Amended and Restated Improvement and Maintenance Agreement, in a form approved by the Village Attorney, prior to recordation of the Amended Final Plat;
- 2) That upon approval of the Amended Final Plat and Final Engineering plans by Village staff and the Village Engineer, the Amended and Restated Improvement and Maintenance Agreement and the Amended Final Plat shall be recorded by the Village Clerk or Deputy Village Clerk;
- 3) That Covenants, Conditions and Restrictions for the Subdivision be approved by the Village Attorney and recorded against the property;
- 4) That the Developer obtain all required permits from the Metropolitan Water Reclamation District, Illinois Environmental Protection Agency and Cook

County prior to issuance of any permits for construction of site improvements, homes or other structures on the site;

- 5) That Lot 10 be seeded prior to issuance of an occupancy permit for any home in the Subdivision.

SECTION 2: That the Developer's right to construct improvements, homes or other structures on the site shall be expressly conditioned upon the approval of Final Engineering Plans by the Village Engineer and Village staff, and continued compliance with all conditions of this Ordinance, all other Village Ordinances, and the Amended and Restated Improvement and Maintenance Agreement.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 28th day of May 2013.

AYES:

NOS:

ABSENT:

Approved this 28th day of May, 2013.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel, Village Clerk

Village Attorney: Approved 5/14/13

AMENDED AND RESTATED IMPROVEMENT & MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED IMPROVEMENT & MAINTENANCE AGREEMENT made and entered into this 28th day of May, 2013, by and between the VILLAGE OF LA GRANGE PARK, a municipal corporation of the State of Illinois, having its principal offices at 447 N. Catherine Ave, La Grange Park, Illinois 60526 (hereinafter called "VILLAGE") and McNaughton Development, Inc. (hereinafter called "DEVELOPER").

WITNESSETH:

WHEREAS, on or about January 7, 2013, DEVELOPER, as applicant, filed an application for subdivision plat approval with respect to the property legally described on Exhibit "A", attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY") so as to permit the construction of nine lot single-family subdivision and related improvements; and

WHEREAS, the VILLAGE approved the nine (9) lot single family subdivision and the VILLAGE and DEVELOPER, on February 26, 2013, executed an Improvement and Maintenance Agreement to insure the completion of certain improvements in accordance with applicable

VILLAGE ordinances and/or agreements between the VILLAGE and DEVELOPER; and

WHEREAS, on May 2, 2013, before recordation of the Plat of Subdivision, DEVELOPER filed an amended Plat of Subdivision for an eight (8) lot subdivision, with reconfigured easements, a copy of which is attached hereto as Exhibit "B" and which is, by this reference, incorporated herein, and which plat has been approved by the Plan Commission of the VILLAGE (the "Plat of Subdivision"); and

WHEREAS, the VILLAGE is willing to approve the Plat of Subdivision, provided that DEVELOPER and VILLAGE execute this Amended and Restated Improvement and Maintenance Agreement (referred to below as the "Agreement").

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"):

- A. Street Paving including base and binder course, curb and gutter.
- B. Street Paving, surface course.
- C. Storm Sewer Facilities (including any detention/retention facilities) and related structures.
- D. Water Distribution Facilities (and all appurtenances thereto).
- E. Sanitary Sewer Facilities (and all appurtenances thereto).
- F. Parkway Landscaping on east perimeter of Finsbury Lane.

- G. Parkway Landscaping on the west and north perimeter of Finsbury Lane.
- H. Front Yard Trees.
- I. Street Signage.
- J. Erosion Control.
- K. Site Grading and Earth Moving.
- L. Sidewalks.
- M. Any and all restoration work attendant to any of the above.

all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or other agreements between the VILLAGE and DEVELOPER, and the Plans and Specifications for such IMPROVEMENTS shown on Exhibit "C" attached hereto, which Plans and Specifications have been prepared by DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304, Mokena, Illinois, identified as Job No. 12-0004, consisting of two (2) sheets, dated January 17, 2013 and revised through May 10, 2013, known as the Final Subdivision Plat of Heatherdale Subdivision ("PLAT"), and DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304, Mokena, Illinois, identified as Job No. 12-0031, consisting of twelve (12) sheets, dated February 7, 2013, and revised through April 24, 2013, known as Final Engineering Plans for Heatherdale Subdivision ("IMPROVEMENT PLANS"), which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the IMPROVEMENTS. The DEVELOPER shall submit a Letter of Credit or Surety Bond naming VILLAGE as beneficiary ("SECURITY") issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such SECURITY shall be presentable by the VILLAGE at the counter of a financial institution in the State of Illinois. Such SECURITY shall contain such terms and provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to issuance of a building permit for the PROJECT by the VILLAGE.

Said SECURITY shall be in a principal amount of not less than one hundred ten percent (110%) of the DEVELOPER'S engineer's estimate, as approved by the Village Engineer, of the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The SECURITY may provide for its reduction from time to time, based upon the Village Engineer's recommendation to the Village Manager of the value of any of the IMPROVEMENTS installed. The Village Engineer's recommendation shall not be subject to question by the DEVELOPER. In no event shall the SECURITY be reduced to an amount less than one hundred ten percent (110%) of the Village Engineer's estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the SECURITY with respect to its reduction shall be subject to the approval of the Village Attorney. In no event shall the Village Engineer's recommendation for a reduction to the SECURITY or the Village Manager's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS shall be subject to inspection by the Village Engineer, and his approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.

4. The DEVELOPER shall furnish to the VILLAGE at the same time the SECURITY is required to be submitted, evidence of liability insurance in the amount of at least \$1,000,000/\$2,000,000 with a \$5,000,000 umbrella policy covering the construction activities of the DEVELOPER contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the SECURITY for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS.

5. The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising out of any of the DEVELOPER'S construction activities contemplated by this Agreement.

6. DEVELOPER shall cause all IMPROVEMENTS identified in paragraph 1 of this Agreement to be completed in accordance with the following schedule:

(i) Items A, C, D, E, F, I, J and K shall be completed prior to issuance of a certificate of occupancy for the first single-family home or prior to the issuance of building permit for the third single-family home, whichever occurs first.

(ii) Items G, H, L and M shall be completed for each single-family home prior to issuance of a certificate of occupancy for the respective home.

(iii) Items B and M shall be completed prior to the issuance of a certificate of occupancy for the 8th single-family home.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than two years from and after the date of this Agreement.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to obtain completion of the IMPROVEMENTS by drawing on the SECURITY in addition to any other available remedies.

7. Upon completion of any IMPROVEMENT and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said IMPROVEMENT has been completed in conformance with this Agreement, the VILLAGE Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Village Engineer shall, within thirty (30) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S corporate authorities final acceptance of said IMPROVEMENT, or (ii) designate in writing

to DEVELOPER all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said IMPROVEMENT, specifically citing sections of the final engineering Plans and Specifications, the VILLAGE Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any IMPROVEMENT, or any portion or segment thereof, for a recommendation of final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the Village Engineer. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer those IMPROVEMENTS which are deemed to be public improvements to the VILLAGE by appropriate Bill(s) of Sale.

8. The DEVELOPER guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period

of twelve (12) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time or times of final acceptance by the VILLAGE of the installation of any IMPROVEMENT in accordance with this Agreement, the VILLAGE shall retain a portion of the SECURITY in the amount of ten percent (10%) of the actual cost of the IMPROVEMENT finally accepted by the VILLAGE. This SECURITY shall be held by the VILLAGE for a period of twelve (12) months after the IMPROVEMENT is finally accepted.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the Village Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said SECURITY shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the Village Engineer, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the Village Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said SECURITY to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost

or expense exceed the amount set forth in said SECURITY, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

9. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

10. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.

11. DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS which may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged have or have not been finally accepted hereunder, except in the event that the damage is caused by acts of negligence by the Village or its authorized agents. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. DEVELOPER shall

have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance with respect to IMPROVEMENTS deemed to be public improvements.

12. The DEVELOPER shall seed any lots where construction does not commence 12 months after the lot is graded. Should the DEVELOPER fail to seed graded lots after 12 months passes, the VILLAGE shall draw upon the SECURITY to complete this requirement. If the VILLAGE draws upon the SECURITY for this purpose, the DEVELOPER shall increase the amount of the SECURITY by the amount that is utilized by the VILLAGE within thirty (30) days of written notice to the DEVELOPER. If the DEVELOPER fails to increase the SECURITY within 30 days of written notice, no additional building permits will be issued for the PROJECT until this requirement is met.

13. Pursuant to Section 154.42 of the VILLAGE'S storm water management ordinance, and in light of the mitigating circumstances that all lots drain off-site and away from existing residences in the area, the VILLAGE has agreed to accept and the DEVELOPER has agreed to pay a fee-lieu-of on-site storm water management ("Fee") of \$93,000. 50% of the total Fee (\$46,500) has been paid by DEVELOPER. The remaining 50% of the Fee shall be paid in eight equal installments, each 1/8th (\$5,812.50) to be paid prior to issuance of a building permit for construction of a home on each of the eight (8) subdivided lots; provided, however, that all unpaid installments of the Fee shall be paid no later than two (2) years from the date of execution of this Agreement; and further provided, that if DEVELOPER applies for a permit to build one home on more than one lot, the DEVELOPER shall pay the number of installments which correspond to the number of lots on which the home is being built.

14. The VILLAGE agrees to freeze the building permit fees at the amounts in place at the time this Agreement is executed for a period of time not to exceed two (2) years from the date of execution of this Agreement.

15. In exchange for providing an additional water main connection between the PROJECT and an existing water main stub on Timber Lane, the VILLAGE hereby agrees to reimburse the DEVELOPER for the cost of the materials associated with making said connection in accordance with the IMPROVEMENT PLANS and in an amount not to exceed the approved DEVELOPER's engineers estimate.

16. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefore shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S

rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

17. From and after the date on which the Village Manager notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

18. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement. Written consent shall not be unreasonably withheld.

19. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

20. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE Code. To the extent that this Agreement does not address an applicable provision of the VILLAGE Code, the VILLAGE Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact

that the VILLAGE Code has not been addressed within the specific terms of this Agreement.

21. This Agreement shall be in full force and effect from the date set forth above until two (2) years from and after the date on which the last of the IMPROVEMENTS has been finally accepted.

22. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

23. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. VILLAGE at:

Village of La Grange Park
447 N. Catherine Avenue
LA GRANGE PARK, Illinois 60526

B. DEVELOPER at:

McNaughton Development, Inc.
11S220 Jackson Street, Suite 101
Burr Ridge, IL 60527

24. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

25. This Agreement shall be recorded and shall be a covenant running with the land. All subsequent owners of any undeveloped portion of land shall be liable for performance of monetary and non-monetary obligations contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation,

By: _____
Village President

ATTEST:

Village Clerk

DEVELOPER

By:  _____

ATTEST:

EXHIBIT "A"

Legal Description

SUBJECT REALTY

PARCEL 1: THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF AND EXCEPT THE WEST 16.5 FEET OF THE NORTH 230 FEET THEREOF AND EXCEPT THE WEST 89 FEET OF THE SOUTH 270 FEET THEREOF AND EXCEPT THE FOLLOWING: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST 174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTHLINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE, A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 89 FEET (EXCEPT THE EAST 72.5 FEET OF THE NORTH 230 FEET THEREOF) OF THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST

174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTHLINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE, A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Final Plat of Subdivision

FINAL SUBDIVISION PLAT OF HEATHERDALE

PARCEL IDENTIFICATION NUMBER	
15-28-273-088-0000	
15-28-273-088-0001	
15-28-273-088-0002	

BEING A SUBDIVISION OF PART OF THE WEST 20 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS.

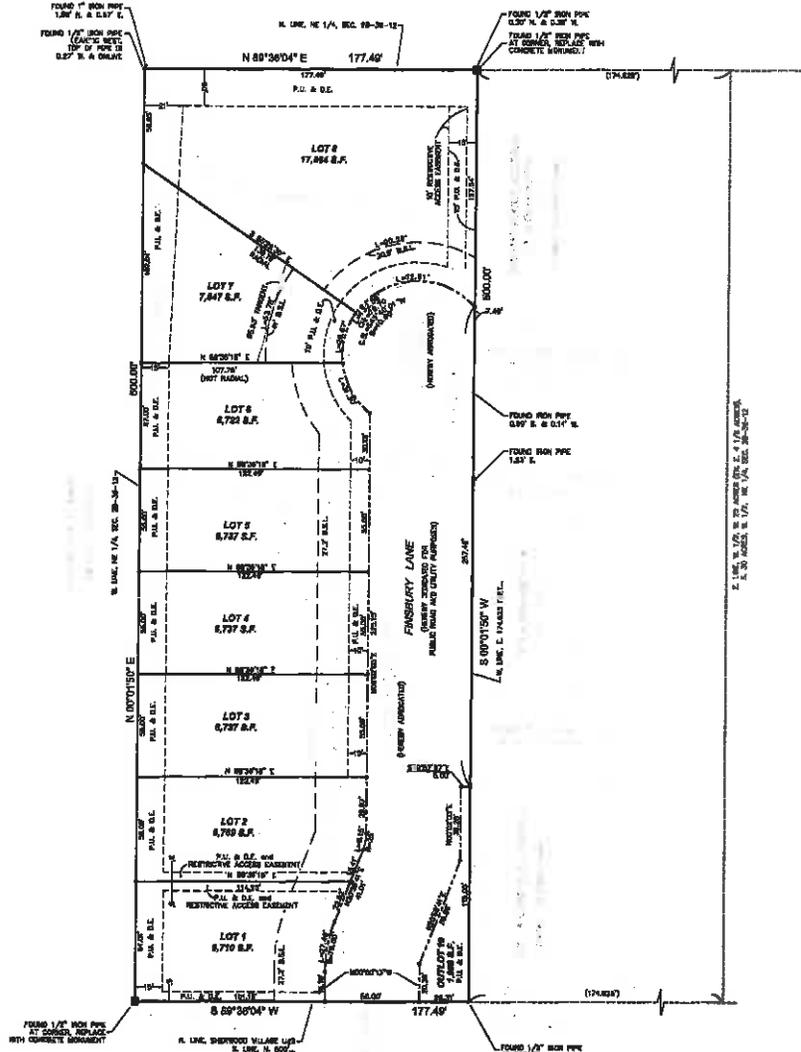


VICINITY MAP
NOT TO SCALE

SITE DATA

Green Area: 88,784 Square Feet
or 2.04 Acre

Right of Way Dedication: 21,318 Square Feet
or 0.48 Acre



BASIS OF BEARING
ASSUME THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN TO BE: N. 00°10'00" E.

ABBREVIATIONS

FD.	FOUND DIMENSION	N	NORTH
(100.00')	MEASURED DIMENSION	S	SOUTH
100.00'	MEASURED DIMENSION	E	EAST
FIP	FOUND IRON PIPE	W	WEST
FR	FOUND IRON ROD OR PIN		
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
S.S.L.	SEWER SETBACK LINE		
S.F.	SQUARE FEET		
R	RADIUS DIMENSION		
CA	CHORD DIMENSION		
C	CHORD BEARING		

LEGEND

●	FOUND IRON PIPE
○	FOUND IRON ROD
○	SET 5/8" x 24" IRON PIPE
○	SET MAG. NAIL
■	CONCRETE MONUMENT
—	BOUNDARY LINE
---	LOT LINE
---	RIGHT-OF-WAY LINE
---	CENTRLINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE

NORTHERN ILLINOIS GAS COMPANY (NIGCO)
GAS EASEMENT HEREBY APPROVATED

GENERAL NOTES

- ALL AREAS ARE PLUS OR MINUS.
- ALL EASEMENTS ARE HEREBY GRANTED, UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- THE FRONT SETBACK OF 22.2' FOR LOTS 1 THRU 8 WAS ESTABLISHED BY DETERMINING THE AVERAGE SETBACK DISTANCE FOR THE EXISTING HOUSES ON THE NORTH SIDE OF PINE TREE LANE IN BIRCHWOOD VILLAGE UNIT #2.
- THE FRONT SETBACK OF 20.9' FOR LOT 8 WAS ESTABLISHED BY DETERMINING THE AVERAGE SETBACK DISTANCE FOR THE EXISTING HOUSES ON THE NORTH SIDE OF PINE TREE LANE IN BIRCHWOOD VILLAGE UNIT #2.
- THIS SUBDIVISION IS ZONED AS R1-A. CONSULT THE VILLAGE OF LA GRANGE PARK ZONING ORDINANCES PRIOR TO ERECTING ANY PERMANENT BUILDING OR STRUCTURE.
- OUTLOT 10 IS A NON-BUILDABLE, NON-CONFORMING LOT AND IS ALSO A PUBLIC UTILITY & DRAINAGE EASEMENT. SAID OUTLOT SHALL BE MAINTAINED BY THE CURRENT AND SUBSEQUENT OWNER(S).
- THE CURRENT AND SUBSEQUENT OWNER OF LOT 8 SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A SEWER MAIN WITHIN THE SEWERLINE EASEMENT, IF CONSTRUCTED.

AVERAGE SETBACK CALCULATIONS	
1810 PINEBURY LANE	28.25'
1814	27.15'
1816	27.15'
1818	27.15'
1820	27.15'
1822	27.15'
AVERAGE SETBACK	27.15'

AVERAGE SETBACK CALCULATIONS	
1810 PINE TREE LANE	21.84'
1814	21.84'
1816	21.84'
1818	21.84'
1820	21.84'
1822	21.84'
AVERAGE SETBACK	21.84'

NORTHERN ILLINOIS GAS COMPANY (NIGCO)

STATE OF ILLINOIS }
COUNTY OF } 22

This is to certify that I, _____, an authorized representative of NIGCO Gas, formerly Northern Illinois Gas Company, have reviewed this plat of subdivision, herein drawn and hereby approve, approving the correct gas line easements, as shown hereon and described in the easement document recorded Document Number 184869 in the Recorder's Office of Cook County.

Dated at _____ Illinois, this _____ day of _____ A.D. 20____

NIGCO Representative _____

FINAL PLAT OF SUBDIVISION

HEATHERDALE

1 of 2

12-100304

PROJECT NO. 12-100304

DATE: 12-10-20

PROJECT MANAGER: _____

DESIGNER: _____

PREPARED FOR: MANAUGHTON DEVELOPMENT
11528N MANAUGHTON STREET, SUITE 101
DUNBAR HEIGHTS, ILLINOIS 60027
630-430-9400

PREPARED BY: _____

DATE: 12-10-20

SCALE: 1" = 30'

PROJECT MANAGER: _____

DESIGNER: _____

PREPARED FOR: MANAUGHTON DEVELOPMENT
11528N MANAUGHTON STREET, SUITE 101
DUNBAR HEIGHTS, ILLINOIS 60027
630-430-9400



EXHIBIT "C"

Plans and Specifications

IMPROVEMENTS

GENERAL NOTES

- 1. Definition of Terms
2. The CONTRACTOR is to be held responsible for the performance of the work...
3. The CONTRACTOR shall be held responsible for the performance of the work...
4. The CONTRACTOR shall be held responsible for the performance of the work...

STANDARD SPECIFICATIONS

- 1. The CONTRACTOR shall be held responsible for the performance of the work...
2. The CONTRACTOR shall be held responsible for the performance of the work...
3. The CONTRACTOR shall be held responsible for the performance of the work...

SPECIAL PROVISIONS

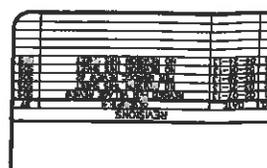
- 1. Construction of Trench
2. Excavation of Trench
3. Construction of Trench
4. Excavation of Trench
5. Construction of Trench
6. Excavation of Trench

METHOD OF MEASUREMENT

- 1. As-built measurements of work for the purpose of payment and cost...
2. The quantities shown in the CONTRACT shall be measured...
3. The quantities shown in the CONTRACT shall be measured...
4. The quantities shown in the CONTRACT shall be measured...

IMPROVEMENTS

- 1. Excavation of Trench
2. Excavation of Trench
3. Excavation of Trench
4. Excavation of Trench
5. Excavation of Trench



McNAUGHTON DEVELOPMENT, INC.
11 S. 220 JACKSON STREET,
BURR RIDGE, ILLINOIS (630) 325-3400

FINAL ENGINEERING PLAN
FOR
HEATHERDALE SUBDIVISION
LAGRAVE PARK, ILLINOIS

DESIGN/ENGINE/INSTALL, INC.
8900 BOWEN DRIVE, SUITE 204
MERRILLVILLE, INDIANA 46461
PHONE (317) 771-1100

Table with columns: PROJECT NUMBER, SHEET NO., DATE, and other project details.

DESIGNER: E. PROF. INC. No. 184 - 002740
 8300 BOMMET DRIVE, SUITE 304
 MORTON, ILLINOIS 60448
 PHONE: 312-581-4001

PROJECT: WINDMILL
 CONTRACT NO. 12-0003
 SHEET NO. 12-0003-1
 DATE: 01-27-83
 DRAWN BY: J.S.B.
 CHECKED BY: J.S.B.

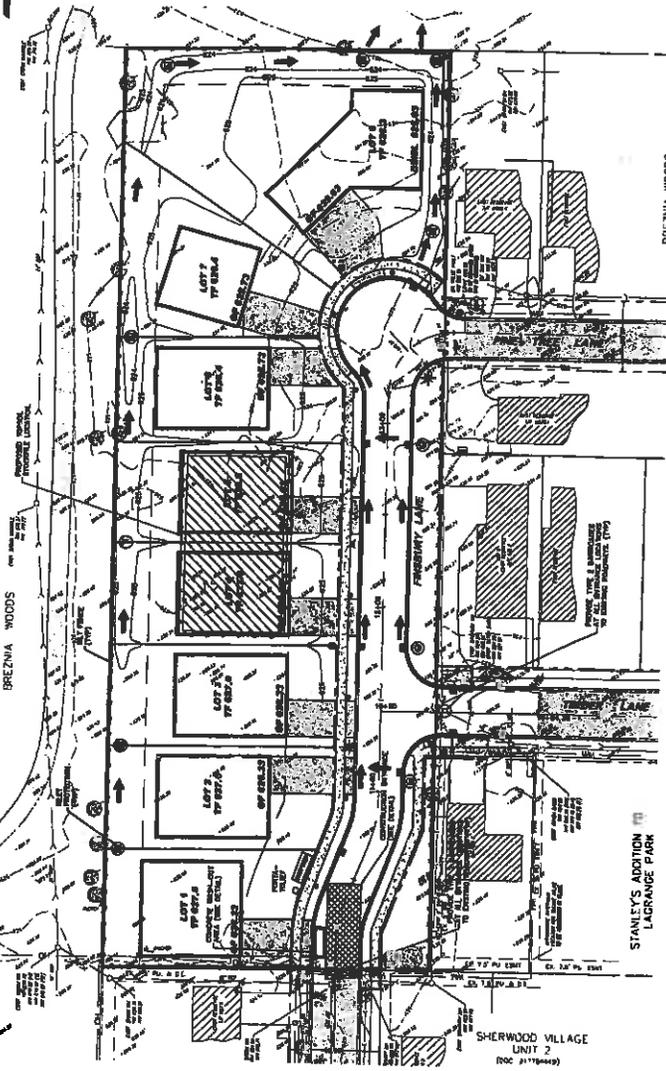
FINAL ENGINEERING PLAN
 FOR
 HEATHERDALE SUBDIVISION
 LAGRANGE PARK, ILLINOIS

MAUNATHON DEVELOPMENT, INC.
 11 S. 220 JACKSON STREET
 BURR RIDGE, ILLINOIS
 (630) 325-3400

5 of 12

EROSION CONTROL & SEDIMENTATION NOTES

- UNLESS OTHERWISE SPECIFIED, ALL VEGETATIVE AND EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED ACCORDING TO THE FOLLOWING NOTES AND SPECIFICATIONS. THE PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
- THE LIFE OF THE PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
- ALL CONSTRUCTION TRAFFIC SHALL BE LIMITED TO THE EXISTING DRIVEWAYS AND SHALL BE RESTRICTED TO THE EXISTING DRIVEWAYS AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
- ALL CONSTRUCTION TRAFFIC SHALL BE LIMITED TO THE EXISTING DRIVEWAYS AND SHALL BE RESTRICTED TO THE EXISTING DRIVEWAYS AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
- ALL CONSTRUCTION TRAFFIC SHALL BE LIMITED TO THE EXISTING DRIVEWAYS AND SHALL BE RESTRICTED TO THE EXISTING DRIVEWAYS AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
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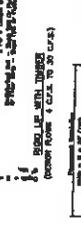
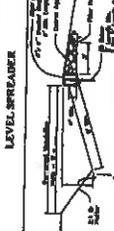
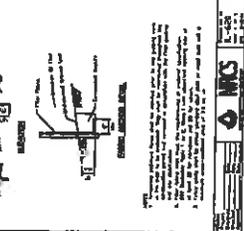
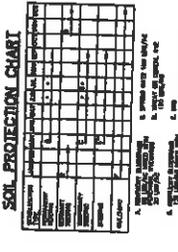


LEGEND

- PROPOSED CLAY STOOPPILE LOCATION
- STABILIZED CONSTRUCTION ENTRANCE
- PROPOSED TYPICAL STOOPPILE LOCATION
- STORM STRUCTURE/WALET PROTECTION
- STONE SP-44M

SOIL PROTECTION CHART

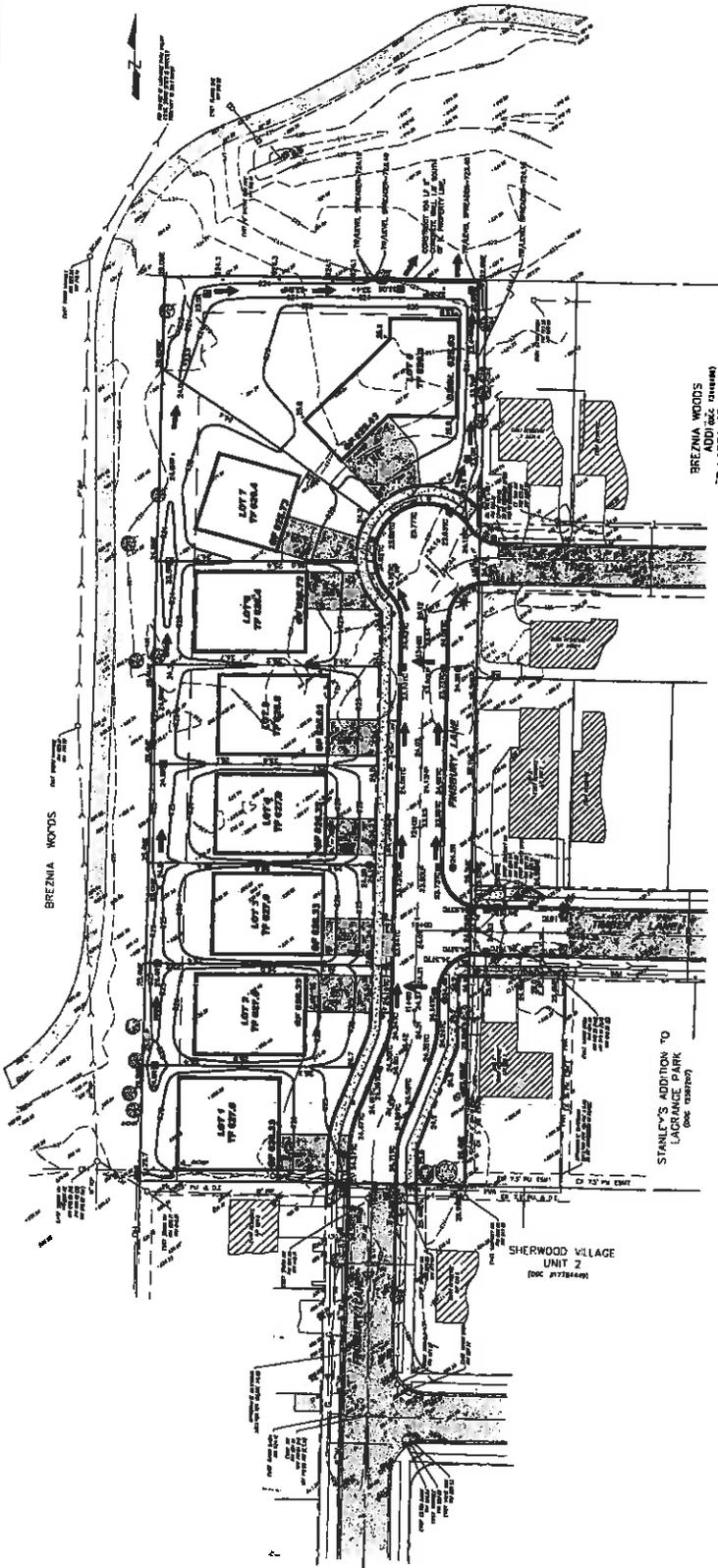
Soil Type	Stabilization Method	Planting Method
Class I	Grass	Hand
Class II	Grass	Hand
Class III	Grass	Hand
Class IV	Grass	Hand
Class V	Grass	Hand
Class VI	Grass	Hand
Class VII	Grass	Hand
Class VIII	Grass	Hand
Class IX	Grass	Hand
Class X	Grass	Hand
Class XI	Grass	Hand
Class XII	Grass	Hand
Class XIII	Grass	Hand
Class XIV	Grass	Hand
Class XV	Grass	Hand
Class XVI	Grass	Hand
Class XVII	Grass	Hand
Class XVIII	Grass	Hand
Class XIX	Grass	Hand
Class XX	Grass	Hand



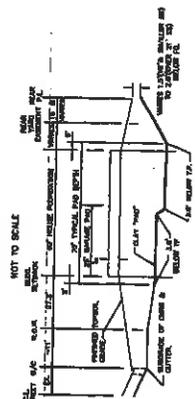
DEI
 DESIGNER ENGINEERING, INC.
 5900 BOWMETT DRIVE, SUITE 304
 NORTON, ILLINOIS 60445
 (708) 325-4881
 ILL. PROF. LIC. NO.: 184-003740

FINAL ENGINEERING PLAN
 FOR
 HEATHERDALE SUBDIVISION
 LAGRANGE PARK, ILLINOIS

MCNAUGHTON DEVELOPMENT, INC.
 11 S. 220 JACKSON STREET
 BURR RIDGE, ILLINOIS
 (830) 325-3400



TYPICAL PAD SECTION



GRADING/PAD NOTES

1	2	3	4	5	6
7	8	9	10	11	12

- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 6. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 7. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 8. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 9. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 11. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
- 12. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.

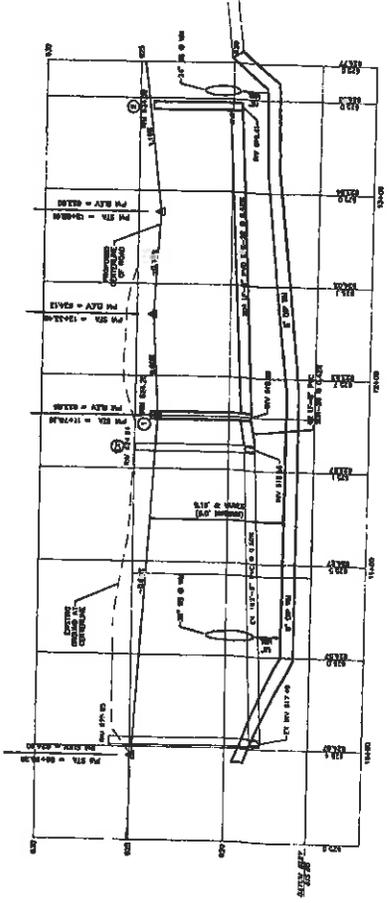
NOTES:
 1. EARTHWORK CONTRACTOR TO CUT SLOTS IN REAR OF FOUNDATION TO ALLOW FOR POSTING DRAINAGE AWAY FROM PAD.

DESIGN/TEXT ENGINEERING, INC.
 8500 BOWMAN DRIVE, SUITE 204
 MCKEAN, ILLINOIS 60448
 (708) 328-4881
 ILL. PROF. LIC. NO. 184-00740

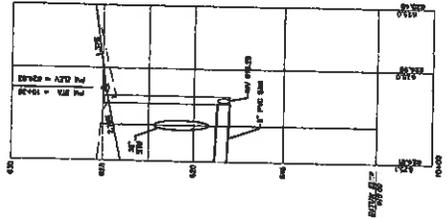


FINAL ENGINEERING PLAN
 FOR
 HEATHERDALE SUBDIVISION
 LAGRANGE PARK, ILLINOIS

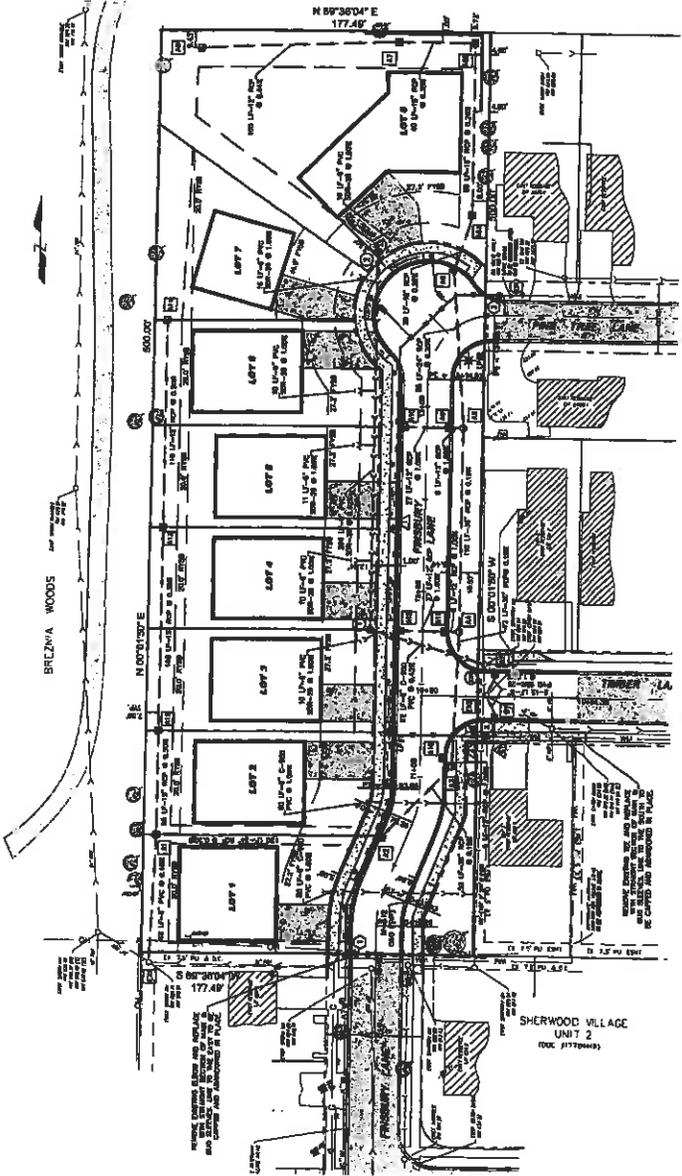
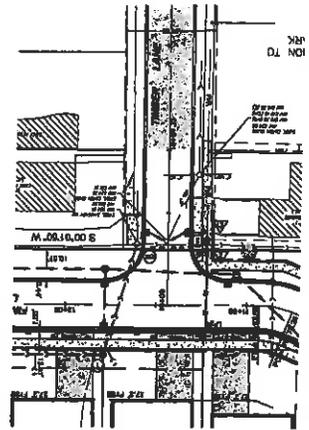
MCNAUGHTON DEVELOPMENT, INC.
 11 S. 220 JACKSON STREET
 BURR RIDGE, ILLINOIS
 (630) 325-3400



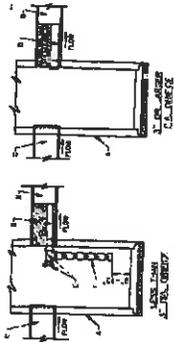
FINSBURY LANE
 STA. 9+50.00 - 13+60.89



TIMBER LANE
 STA. 10+00.00 - 10+84.13



RESTRICTOR DETAIL
NOT TO SCALE



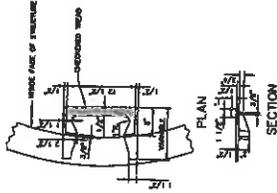
- NOTES:**
1. RESTRICTOR SHALL BE INSTALLED IN THE CENTER OF THE PIPE.
 2. RESTRICTOR SHALL BE MADE OF 1/2\"/>

DETAIL "A"
STORM SEWER-WATERMAIN CROSSING
NOT TO SCALE



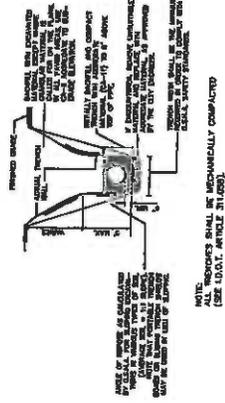
- NOTES:**
1. RESTRICTOR SHALL BE INSTALLED IN THE CENTER OF THE PIPE.
 2. RESTRICTOR SHALL BE MADE OF 1/2\"/>

CAST IRON STEPS
FOR STORM STRUCTURES
NOT TO SCALE



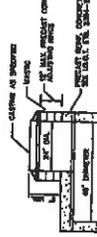
- NOTES:**
1. STEPS SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 1\"/>

TRENCH SECTION
FOR STORM SEWER
NOT TO SCALE

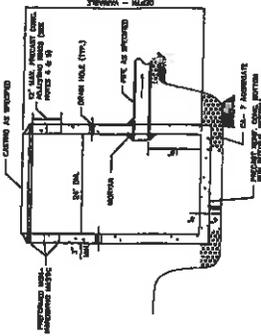


- NOTE:**
- MANHOLES SHALL BE MECHANICALLY COMPACTED (SEE UDOT ARTICLE 114.05).

FLAT SLAB TOP
NOT TO SCALE

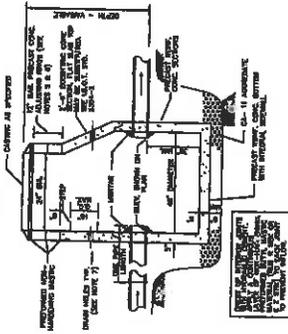


CATCH BASIN TYPE C
NOT TO SCALE



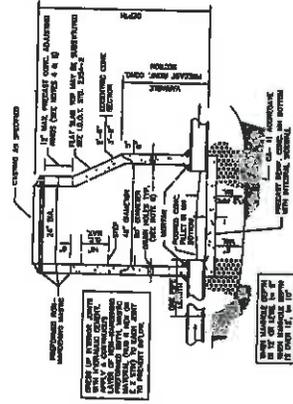
- NOTES:**
1. PROVIDE SELECT GRANULAR BACKFILL, CA-11 AROUND CATCH BASIN TO A MINIMUM ELEVATION 6\"/>

CATCH BASIN TYPE A
NOT TO SCALE



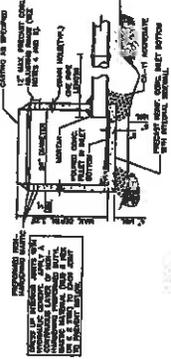
- NOTES:**
1. PROVIDE SELECT GRANULAR BACKFILL, CA-11 AROUND CATCH BASIN TO A MINIMUM ELEVATION 6\"/>

STORM MANHOLE TYPE A
NOT TO SCALE



- NOTES:**
1. PROVIDE SELECT GRANULAR BACKFILL, CA-11 AROUND MANHOLE TO A MINIMUM ELEVATION 6\"/>

INLET TYPE A
NOT TO SCALE



- NOTES:**
1. PROVIDE SELECT GRANULAR BACKFILL, CA-11 AROUND INLET TO A MINIMUM ELEVATION 6\"/>

FINAL ENGINEERING PLAN
FOR
LEATHERDALE SUBDIVISION
LAGRANGE PARK, ILLINOIS

MAUGHON DEVELOPMENT, INC.
11 S. 220 JACKSON STREET
BURR RIDGE, ILLINOIS
(630) 325-3400

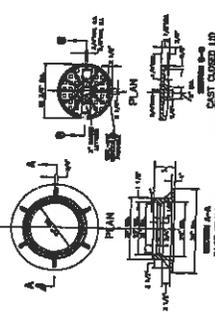
DESIGNER ENGINEERING, INC.
3900 BURNING TREE DRIVE, SUITE 204
MCKENZIE, ILLINOIS 60154
(708) 328-4981
ILL. PROF. LIC. NO.: 184-009740



PROJECT NO.: 18-001
SHEET NO.: 18-001
DATE: 08-20-2018
DRAWN BY: JES
CHECKED BY: JES
DATE: 08-20-2018

VALVE VAULT FRAME & COVER

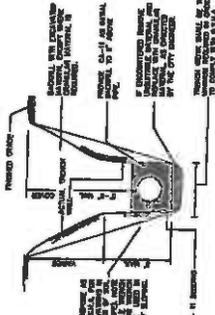
NOT TO SCALE



- NOTES:**
1. ALL VALVE VAULTS SHALL BE CONSTRUCTED WITH PRECAST CONCRETE.
 2. ALL VALVE VAULTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 3. ALL VALVE VAULTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 4. ALL VALVE VAULTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

TRENCH SECTION FOR WATER MAIN

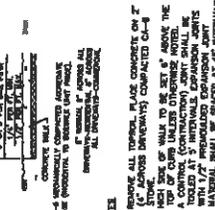
NOT TO SCALE



- NOTES:**
1. ALL TRENCHES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL TRENCHES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 3. ALL TRENCHES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

SIDEWALK

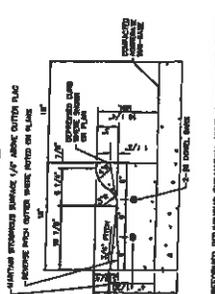
NOT TO SCALE



- NOTES:**
1. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

ROLLED CURB AND GUTTER

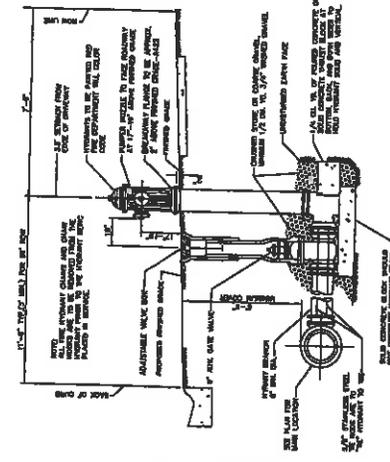
NOT TO SCALE



- NOTES:**
1. ALL ROLLED CURBS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL ROLLED CURBS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

FIRE HYDRANT

NOT TO SCALE

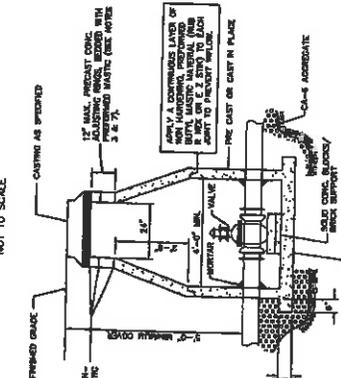


- PERMITTED TYPES**
- FOR RESIDENTIAL SERVICE SIZE OF 4" MAINS
1. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

VALVE VAULT TYPE A

(WATER TIGHT)

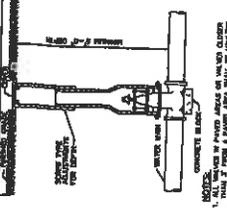
NOT TO SCALE



- NOTES:**
1. ALL VALVE VAULTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL VALVE VAULTS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

VALVE BOX INSTALLATION

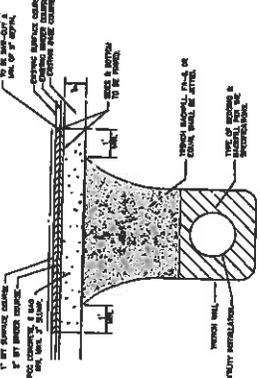
NOT TO SCALE



- NOTES:**
1. ALL VALVE BOXES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL VALVE BOXES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

PAVEMENT REMOVAL & REPLACEMENT

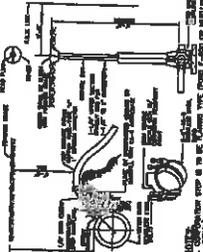
NOT TO SCALE



- NOTES:**
1. ALL PAVEMENT REMOVAL SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL PAVEMENT REMOVAL SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

WATER SERVICE CONNECTION

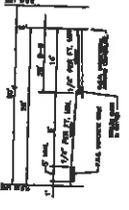
NOT TO SCALE



- NOTES:**
1. ALL WATER SERVICE CONNECTIONS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL WATER SERVICE CONNECTIONS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

TYPICAL R.O.W. SECTIONS

NOT TO SCALE



- NOTES:**
1. ALL R.O.W. SECTIONS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.
 2. ALL R.O.W. SECTIONS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF PRECAST CONCRETE WITH A MINIMUM OF 4" OF REINFORCING BARS.

ELECTRIC CONDUIT UNDER PAVEMENT

NOT TO SCALE



- LEGEND:**
- 1. SHOW OF 1/4" = 1" (TYPICAL UNLESS OTHERWISE NOTED)
 - 2. SHOW OF 1/8" = 1" (TYPICAL UNLESS OTHERWISE NOTED)
 - 3. EXISTING STREET LIGHT



MAUNTON DEVELOPMENT, INC.
11 S. 220 JACKSON STREET
BURR RIDGE, ILLINOIS (630) 325-3400

FINAL ENGINEERING PLAN
FOR
HEATHERALE SUBDIVISION
LAGRANGE PARK, ILLINOIS

DESIGN/TECH ENGINEERING, INC.
9300 BOWLER DRIVE, SUITE 304
MOKENA, ILLINOIS 60449
(708) 325-4841
ILL. PROF. LIC. NO. 184-003740



10 of 12
DETAILS-2

MEMO

Date: May 1, 2013
To: Village of LaGrange Park
Attn: Ms. Emily Rodman, Assistant Village Manager
From: Mark D. Lucas, P.E.
Re: McNaughton's 145 Timber Lane
Plan Revision May 1, 2013 - Review

We have completed a review of the revised plans for the "Heatherdale Subdivision" dated April 24, 2013 and forwarded to our office on April 26, 2013. The revised plans address the issue of combining Lot No. 8 and 9 from the previously approved project plans and plat of subdivision. The developer had indicated that they have a potential homeowner that desires to combine the two lots and construct a larger single family residence on the combined lot.

The plan revisions address the issues that the previously common lot line between Lots 8 & 9 served as the overland flow route for the subdivision and that a storm sewer routing rear yard drainage to Finsbury Lane was located beneath. The revised plans have relocated the storm utility pipes and the overland flow route to the east property line of the development north of Pine Tree Lane, which is the east property line of revised Lot 8. The level spreader concrete wall along the north property line abutting the Cook County Forest Preserve has been shifted east and a small retaining wall located along the east side of revised Lot 8 from the north limit forty-five feet south to accommodate the existing lot grading on 201 Pine Tree Lane.

In addition to the submitted plan changes, a revised plat of subdivision is needed for the site. The common property line between Lots 8 and 9 on the previously approved plat of subdivision served as a public utility and drainage easement with each lot contributing five feet in width along the length resulting in an easement total width of ten feet. The easement was restrictive in that no window, stairs, and balconies or other such permanent improvements could be constructed within the easement as the Village would need access to for maintenance, repairs, and replacement and to allow for access to the rear of the lots. Additionally grading and landscaping was restricted as this area also serves at the over land flow route from the subdivision. We recommend that a fifteen feet wide public utility and drainage easement be provided along the east lot of revised Lot 8 to serve the needs of the subdivision. The increased width from ten feet to fifteen is required due to the presence of mature trees along the common lot line with 201 Pine Tree Lane and the assumed desire to preserve them.

The revised plans adequately accommodate the drainage and utility needs of the combined lot and the subdivision as a whole, provided that a revised plat of subdivision is deemed acceptable to the Village. The change in cost for these revisions is considered minor and we do not believe a revised estimate or bond is warranted.

Plan Commission Agenda Memo

Date: May 13, 2013
To: Phyllis Anderson-Meyer, Plan Commission Chair
Members of the Plan Commission
From: Emily Rodman, Assistant Village Manager 
RE: 145 Timber Lane – HEATHERDALE SUBDIVISION REVISION

BACKGROUND

On February 26, 2013, the Village Board approved an application by McNaughton Development, Inc. to construct a 9-lot single-family subdivision and related public improvements at 145 Timber Lane, known as Heatherdale Subdivision (see attached Plat of Subdivision). Following the approval of the subdivision, McNaughton identified a buyer for Lots 8 and 9. This buyer would like to consolidate the two lots in order to construct a home that straddles both lots. The newly combined lot would be 17,864 square feet.

The Developer has completed all demolition work and begun mass grading the site. All necessary permits from the MWRD and IEPA related to the sanitary sewer and water main installation have been obtained, although installation of this infrastructure has not begun.

DEVELOPMENT PROPOSAL

The previously approved Plat of Subdivision contains nine single-family lots that range in size from 6,710 square feet to 10,828 square feet and one outlier. Lot 8 is 10,828 square feet and Lot 9 is 7,036 square feet. A five foot Public Utility and Drainage Easement (P.U. & D.E.) and Restricted Access Easement runs north to south along the east property line of Lot 8 and along the west property of Lot 9, creating a 10' wide easement. This easement was intended to serve as the overland flow route for storm water run-off from the extended Finsbury Lane and also to serve as a means of access for Village vehicles in case of emergency or the need to maintain or repair Village utilities contained in rear yards. Lot 9 was also to contain a weir/level spreader at the rear of the lot to direct the overland flow of storm water onto the adjacent Forest Preserve property.

In order to accommodate the consolidation of the two lots and the construction of a home in the middle of the consolidated lot, the Developer is proposing to relocate the P.U. & D.E. to the east side of the newly created Lot 8, as the property naturally slopes to the northeast. This new P.U. & D.E., proposed at 15' wide, would serve as the overland flow route for storm water and would also contain an underground storm sewer pipe. A weir/level spreader will be located in the northeast corner of the newly created lot and will tie into a retaining wall that will run north south approximately 45 feet within the P.U. & D.E. The retaining wall is needed to maintain the existing grade on the adjacent lot to the east.

The buyer of the newly created lot is proposing to construct a sidewalk connection to the existing bike path that runs through the Forest Preserve property. The connection would be entirely contained on the newly created Lot 8 and would be perpetually maintained by that property owner. In anticipation of the connection, the Developer is proposing a 15' wide Pedestrian and Sidewalk Easement on the western property line of the newly created Lot 8. This easement would grant rights of ingress and egress to the general public and clarify ownership and maintenance responsibilities for the sidewalk connection. A 15' wide P.U. & D.E. also underlies the Pedestrian and Sidewalk Easement and grants the Village and other utility providers rights of use and access.

STAFF ANALYSIS

The proposed changes to the Plat of Subdivision and engineering plans are minor in nature and do not impact the overall functionality of the subdivision. The proposed changes will not impact the previously approved public improvements beyond what has been outlined in this memo and will have no impact on the remaining lots in the subdivision. The elimination of one home reduces the density of the subdivision, reduces traffic impacts and places a reduced burden on public infrastructure.

The Village Engineer has reviewed the revised engineering and has no concerns with the proposed changes. Please see the attached memo from Edwin Hancock Engineering.

At the February 26, 2013 meeting, the Village Board approved an Improvement and Maintenance Agreement for Heatherdale, detailing the timing for construction of the improvements, how the property will be maintained while under construction, and how the public improvements will be secured. This Agreement will be amended to reflect the changes to the Plat and will be considered by the Village Board at the same time they consider the revised Plat.

Outstanding Items

Staff has requested some minor modifications be made to the revised Plat of Subdivision, which the Developer was unable to accommodate prior to distribution of this memo. As such, should the Plan Commission recommend approval of the revised Plat of Subdivision for Heatherdale, staff recommends the Plan Commission place the following conditions on their approval:

- That the Developer revise all plans and documents in accordance with the review letter from Emily Rodman to Paul McNaughton dated May 7, 2013 prior to Village Board consideration of the revised Plat of Subdivision for Heatherdale (see attached letter).

DOCUMENTATION

- Memo from Hancock Engineering Regarding Revised Engineering Plans
- Review Letter from Emily Rodman to Paul McNaughton dated May 7, 2013
- Previously Approved Plat of Subdivision of Heatherdale Subdivision
- Application for Subdivision*
- Newly Proposed Subdivision Plat of Heatherdale Subdivision
- Final Engineering Plans for Heatherdale Subdivision

**Please note that staff is only attaching documentation that has been revised from the previous application*

ACTION REQUIRED

The Plan Commission must make a motion to approve or deny McNaughton Development Inc.'s revised Application for Subdivision for Heatherdale Subdivision.

cc: Paul McNaughton, McNaughton Development, Inc. - Applicant
Julia Cedillo, Village Manager
Dean Maggos, Director of Fire & Building
Brendan McLaughlin, Director of Public Works
Cathleen Keating, Village Attorney
Paul Flood, Village Engineer

Finance Committee

Patricia Rocco, Chairwoman
Scott Mesick
James Kucera

Village Board Agenda Memo

Date: May 8, 2013
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: FY 13-14 Budget Follow Up

PURPOSE:

To approve the addition of an aggregate Service Cost Table to the Village's annual Budget process.

GENERAL BACKGROUND:

The Finance Committee met on two occasions (March 12 and April 1) to review the draft budget and the Five Year Plan. The minutes, questions and follow-up related to the Committee's discussion are included in the Budget Binder.

As a result of the recent discussions, the Committee recommended that the Village include an addendum to the Budget document that outlines annual service costs in the aggregate amount. This would entail a table that illustrates the previous years' expenditures for certain service areas, as well as the aggregate budgeted cost. Since these service costs are divided amongst several departments and funds, there is no efficient manner by which the total budgeted amount can be referenced. Services costs included in such a table would likely include: Engineering Services, Legal Services, Information Technology Support and Services, Plan Review Fees, Telephone Services, Electric Services, and the Annual IRMA Contribution (insurance coverage payment).

As previously discussed, staff will prepare this first chart in late June 2013 and distribute to the Board, after actual expenditures for the current fiscal year become available. Subsequent to that, such figures would be included in future budget documents, as an addendum.

At the April 2013 Work Session, the Village Board provided its unanimous support of this measure and agreed to place on the April 2013 Village Board Meeting Agenda. This action was inadvertently left off of the Agenda. As such, the Village President noted that this item would be included on May 2013 Village Board Meeting Agenda.

MOTION/ACTION REQUESTED:

Motion to approve the addition of an aggregate service cost table, to be distributed first this June/July 2013 and subsequently included in future Budget documents.

Public Works Garage Committee

Scott Mesick, Chairman

Michael Sheehan

Robert Lautner

Village Board Agenda Memo

Date: 5/23/13

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director
Julia Cedillo, Village Manager

BSM



RE: Public Works Garage – Design Build Agreement

PURPOSE: To present to the Village Board for approval a Design Build Agreement with Leopardo Construction for the Public Works Garage Renovation.

GENERAL BACKGROUND:

In December 2013, the Village Board entered into a Letter of Agreement with Leopardo Construction to complete design and bidding documents for the Public Works Garage Renovation. That work has been completed and bids were received on Wednesday, May 8th. Leopardo reviewed the bids and briefed the Village Board at the Work Session Meeting on May 14th.

Based on the amounts included in the bids, it is recommended that the Village Board approve a Design Build Agreement (Cost Plus Fee) with a Guaranteed Maximum Price of \$1,053,938 between the Village of La Grange Park and Leopardo Construction.

The Public Works Garage Committee received a briefing on the project at their May 7th Meeting. They indicated that they were satisfied with this approach. The contract has been reviewed and approved by the Village Attorney. Final edits were made based on the discussion at the May 14th Work Session.

MOTION/ACTION REQUESTED:

Motion authorizing the Village President to execute a Design Build Agreement with Leopardo Construction in an amount not to exceed \$1,053,938.

STAFF RECOMMENDATION:

Staff recommends approval of this motion.

DOCUMENTATION:

- Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee with an Option for a Guaranteed Maximum Price

DBIA



**DESIGN-BUILD
INSTITUTE OF AMERICA**

Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee with an Option for a Guaranteed Maximum Price

This **AGREEMENT** is made as of the Twentieth day of May
in the year of 2013, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

*Village of LaGrange Park
447 N. Catherine
La Grange Park, IL 60526*

DESIGN-BUILDER:

*Leopardo Companies, Inc.
5200 Prairie Stone Parkway
Hoffman Estates, IL 60192*

PROJECT:

*Village of LaGrange Park – Public Works Building Renovation
537 N. Bernschke Road
LaGrange Park, IL 60526*

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 in accordance with the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

- .1** This contract and all written modifications, amendments (including, as applicable, the Guaranteed Maximum Price (GMP) Exhibit referenced in Section 6.5.1.1 hereof or the GMP Proposal accepted by Owner in accordance with Section 6.5.2 hereof) 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* (1998 Edition) ("General Conditions of Contract") as modified;
- .2** The construction documents shall also include the construction documents as approved by Owner, the required Certificate of Insurance, the required Performance and Payment Bonds (if deemed necessary by Owner), the Certification of Eligibility to enter into public contracts and other certifications required by the Village, the Agreement as defined herein, the General Conditions of the Contract (DBIA Document no. 535, 1998 Edition, as modified)
- .4** The General Conditions of Contract;
- .5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
- .6** Owner's Project Criteria; and
2.1.6.1 In Owner's Project Criteria, Owner shall set forth in detail Owner's program requirements and objectives for the Project including use, space, target price, target time, space requirements and relationships, site information (including subsurface investigations), flexibility/expandability, operation and maintenance and special systems or equipment requirements.
- .7** The following other documents, if any: Construction Schedule, Unit Price/Alternate Schedule, and Allowance Schedule.
 - .1** Design-Builder's Proposal (but any provision of Design-Builder's Proposal expressly excluded by Article 11 of this Agreement shall not be a part of the Contract Documents) attached as Exhibit A.
 - .2** Design-Builder's Proposal Voluntary Alternate Schedule attached as Exhibit B.
 - .3** Design-Builder's Proposal Allowance Schedule attached as Exhibit C.
 - .4** Design-Builder's Construction Schedule attached as Exhibit D.

- .5 Design-Builder's Architectural Drawings, dated 4/26/13, including sheets: Cover, A1.0, A2.0, A2.1, A2.2, A2.3, A2.4, A2.5, A3.0, A4.0, A4.1, A5.0 & A6.0 attached as Exhibit E

Article 3

Interpretation and Intent

3.1 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 subject to adjustments for the reasons and in the amounts set forth elsewhere in this Agreement and the Contract Documents. 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 of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof, except that Design-Builder's Proposal shall have the highest priority.

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

3.3 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 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 the copyrights thereto.

4.2 Owner's Limited License Upon Payment in Full. Upon Design-Builder's written affirmation of 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 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").

4.3 N/A

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 and (i) it is determined by a court of competent jurisdiction or, if arbitration is the parties' selected dispute resolution, upon confirmation of any arbitration award in which it was determined that Design-Builder was in default and (ii) Owner has fully satisfied all of its obligations under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's completion and occupancy of the Project. This limited license is conditioned on Owner's express understanding that its use of the Work Product is at Owner's sole risk and without liability or legal exposure to any Indemnified Party.

4.5 Owner's Indemnification for Use of Work Product. If Owner uses the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the 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 of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days after the last of Design-Builder's receipt of ("Date of Commencement").

(a) Owner's Project Criteria setting forth in detail Owner's program requirements and objectives for the Project including use, space, target price, target time, space requirements and relationships, site information (including subsurface investigations), flexibility/expandability, operation and maintenance and special systems or equipment requirements; (b) written confirmation that project financing is in place sufficient to ensure payment of the entire Contract Sum timely and in full accordance with the payment terms of this Agreement to the reasonable satisfaction of Design-Builder; (c) Owner's payment of Pre-Construction Services, if any; and (d) an original of this Agreement and the other Contract Documents executed by Owner.

5.2 Substantial Completion and Final Completion

5.2.1 ~~Design-Builder shall use Design-Builder's best efforts to achieve~~ Substantial Completion of the entire Work no later than (120) calendar days after the Date of Commencement.

5.2.2 Substantial Completion is the stage in the progress of the Work of the earliest when (a) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, or (b) any of a temporary, conditional or permanent certificate of occupancy is issued by the governing authorities, or (c) the final governmental inspection to issue a temporary, conditional or permanent certificate of occupancy occurs where the certificate is not issued as a result of an event or occurrence other than Design-Builder's failure to design in accordance with applicable law or to install Work in accordance with the Contract Documents.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract, and subparagraph 5.2.4.1 of this Agreement.

5.2.4.1 If Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a separate contractor employed by the Owner, or by changes ordered in the Work or by delays in the approval of changes in the Work, or by the encountering of hazardous substances (not previously known), or by concealed, unforeseen or subsurface conditions, adverse weather, actions or inactions of governing authorities, or by delay or failure to act of utility services (telephone, cable, electrical, gas, etc.), or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Design-Builder's control, or by delay authorized by the Owner pending any mediation and any arbitration, or by other causes not caused by Design-Builder, then the Contract Time and Bonus Date each shall be extended by change order.

Design-Builder will not charge Owner if construction schedule extends past the anticipated duration, set forth in Exhibit D, if the reasoning for schedule overage is by no fault of Owner and not attributable to any conditions previously mentioned in Item 5.2.4.1.

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.**
N/A
5.5 **Early Completion Bonus.**
N/A

Article 6

Contract Price

6.1 Contract Price

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.5 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, distinct from and in addition to the Contract Price, on the following basis:

Pre-Contractual services, including programming and design, will be included as part of overall GMP and has been contracted between owner and design-builder per the "Letter Agreement Pending Formal Contract" dated 12/6/2012.

6.2 Design-Builder's Fee

6.2.1 Five percent (5%) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below. (less amounts previously paid for design work)

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

In case of an increase in the Guaranteed Maximum Price, to the sum of the Cost of the Work and the 1.2% Design-Builder's general liability insurance mark-up, add an additional mark-up of 5% and, if applicable, add a bond mark-up of 1% on the sum of the above. In case of a decrease in the Guaranteed Maximum Price, from the sum of the Cost of the Work and the 1.2% Design-Builder's general liability insurance mark-up, subtract 5% and, if applicable, subtract an additional 1 % on the sum of the above for bond credit, if applicable.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

- .1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's written agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be paid in accordance with "Letter Agreement Pending Formal Contract" dated December 6, 2012
- .2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

- .3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices and performing the following functions. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a zero percent (0 %) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

<u>Project Manager</u>	<u>\$96.00/hour</u>
<u>Superintendent</u>	<u>\$108.00/hour</u>
<u>Project Assistant</u>	<u>\$37.00/hour</u>

- .4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.
- .5** N/A
- .6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants or amounts expended by Design-Builder and deducted from Subcontractors or Design Consultants in accordance with the Subcontracts.
- .7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the gross negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and credit Owner if recovery is obtained.
- .8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work or those not used as a result of Owner's changes in the Work.
- .9** Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- .10** Costs of removal of debris and waste from the Site.
- .11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- .12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-

Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work at the rental costs incurred by Design-Builder or, in the case of equipment owned by or leased from Design-Builder, in accordance with Design-Builder's equipment schedule.

- .13 Premiums for insurance and bonds required by this Agreement or the performance of the Work and, in the case of adjustments in the Guaranteed Maximum Price, in accordance with subparagraph 6.2.2 above.
- .14 All fuel and utility costs incurred in the performance of the Work.
- .15 This project is exempt from local sales tax.
- .16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- .17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- .18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, including, without limitation, attorneys', consultants', experts' fees, costs and expenses of Design-Build personnel paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- .19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- .20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .21 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Non-Reimbursable Costs

The following shall be excluded from the Cost of the Work:

- .1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
- .2 Home Office Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.
- .3 The cost of Design-Builder's capital used in the performance of the Work.
- .4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.5 The Guaranteed Maximum Price

6.5.1 GMP Established Upon Execution of this Agreement

6.5.1.1 Design-Builder guarantees that it shall not exceed the GMP of One Million Fifty-Three Thousand, Nine Hundred Thirty-Eight Dollars & 00/100 Dollars (\$ 1,053,938). Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibits A-B-C-D-E, Section 2.1.7").

6.5.1.2 The GMP includes a Contingency in the amount of Seventy-Three Thousand Six Hundred Ten Dollars (\$ 73,610.00) which is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner with a listing of all anticipated charges against the Contingency.

6.5.2 GMP Established after Execution of this Agreement

N/A

6.5.2.1 GMP Proposal

N/A

6.5.2.2 Review and Adjustment to GMP Proposal.

N/A

6.5.2.3 Acceptance of GMP Proposal

N/A

6.5.2.4 Failure to Accept the GMP Proposal.

N/A

6.5.3 Savings

6.5.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

_____ percent (____%) to Design-Builder and _____ percent (100 %) to Owner.

6.5.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, Design-Builder shall be entitled to payment from Owner for that portion of such costs that were distributed to Owner as Savings.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the tenth (10th) 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 after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the provisions of the Local Government Prompt Payment Act, 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.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.1.4 In the case of changes in the Work, the 1.2% Design-Builder general liability insurance mark-up item and 1% bond mark-up item of subparagraph 6.2.2 above shall be payable in full in the Application for Payment for the month in which the change order adjusting the Guaranteed Maximum Price has been executed by Owner. In addition to any Work in place, Design-Builder's initial Application for Payment may include, and Owner shall pay, general conditions costs incurred or to be incurred by Design-Builder including, without limitation, costs for insurance, permits, any Subcontractor architectural or engineering, surveying, borings, trailer delivery and rental, safety, estimating, budgeting, purchasing, scheduling, preparation and reproduction of preliminary design documents or Contract Documents, pre-construction services, pre-commencement value engineering, shipping, mobilization, temporary signs and pre-contract legal.

7.2 Retainage on Progress Payments

7.2.1 Owner will retain ten percent (10%) of each Application for Payment provided, however, (1) no retainage shall be held on any Pre-Contractual Services, any design services or any general conditions costs, and (2) that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment and shall release to Design-Builder 50% of the retainage held to that date.

7.2.1.2 When a subcontractor or supplier has achieved 100% completion of that subcontractor's or supplier's Work, Design-Builder may request in the succeeding Application for Payment, Architect shall certify if such completion has been achieved, and Owner shall pay to Contractor, all retainage held on account of such subcontractor's or supplier's Work.

7.2.2 Upon Substantial Completion of the entire 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 100% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

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 ten (10) 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 pursuant to the provisions of the Illinois Local Government Prompt Payment Act.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. 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 from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Owner's right to audit in this Paragraph 7.5 shall not be deemed a condition precedent to or excuse of, Owner's obligation first to make progress payments or final payments despite any request to audit, any audit or the results of any 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:

- .1** All Pre-Contractual Services, all Work executed and for proven loss, cost or expense in connection with the Work;
- .2** The reasonable costs and expenses attributable to such termination, as may be presented in writing to Owner for Owner's approval; and including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and
- .3** Overhead and profit in the amount of ten percent (10%) on the sum of items .1 and .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:

- .1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one percent (1%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.
- .2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid two percent (2%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

8.3 N/A

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:

Mr. Brendan McLaughlin
Director of Public Works
934 Barnsdale Road
LaGrange Park, IL 60526

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:

Mr. Brendan McLaughlin
Director of Public Works
934 Barnsdale Road
LaGrange Park, IL 60526

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:

Mr. Rick J DuPraw
Senior Vice President
Leopardo Companies, Inc.
333 W. Wacker Drive
Suite 250
Chicago, IL 60606

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:

Jason Steffen
Project Manager
Leopardo Companies, Inc.
333 W. Wacker Drive #250
Chicago, IL 60606

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages:

SEE ATTACHED INSURANCE SCHEDULE AS EXHIBIT B

10.2 Bonds and Other Performance Security. Payment and performance bonds will not be required under this contract, and are not included.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

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:

Village of LaGrange Park

Leopold's Companies, Inc.

Mr. Brendan J. McLaughlin

Mr. Rick J. DuPray

Director of Public Works

Senior Vice President

Date: _____

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

DBIA



**DESIGN-BUILD
INSTITUTE OF AMERICA**

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Table of Contents

Article 1: General	2
Article 2: Design-Builder's Services and Responsibilities	2
Article 3: Owner's Services and Responsibilities	6
Article 4: Hazardous Conditions and Differing Site Conditions	8
Article 5: Insurance and Bonds	10
Article 6: Payment	12
Article 7: Indemnification	14
Article 8: Time	15
Article 9: Changes to the Contract Price and Time	16
Article 10: Contract Adjustments and Disputes	17
Article 11: Stop Work and Termination for Cause	18
Article 12: Miscellaneous	21

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 under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder C Cost Plus Fee with an Option for a Guaranteed Maximum Price* (1998 Edition).

1.2.2 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *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 or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 *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.

1.2.5 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition).

1.2.6 *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.

1.2.7 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

1.2.8 *Site* is the land or premises on which the Project is located.

1.2.9 *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.

1.2.10 *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.

1.2.11 *Substantial Completion* is the earliest of (a) the date on which the Work, is sufficiently complete so that Owner can occupy and use the (Work) for its intended purposes, or (b) any of a temporary, conditional or permanent certificate of occupancy is issued by the governing authorities, or (c) the final governmental inspection to issue a temporary, conditional or permanent certificate of occupancy occurs where the certificate is not issued as a result other than for Design/Builder's design error or omission or failure to install Work in accordance with the Contract Documents.

1.2.12 *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 in accordance with 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 (weekly) status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 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 or should have been adjusted in accordance with the Contract Documents. Owner's review and approval of 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.

2.1.3.1 Design-Builder shall not be obligated to meet interim or milestone dates set forth in Design-Builder's Schedules and shall be liable only for Design-Builder's failure, as a result of Design-Builder caused delays, to meet the agreed date of Substantial Completion, as modified pursuant to the Contract Documents.

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. Such procedures shall include at a minimum a sworn Design-Builder's Affidavit attesting to the amount due or to become due to each vendor and provide a full or partial lien waiver.

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. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in an exhibit to the Agreement entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

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. 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 significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings 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 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. 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 and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of Owner's Project Criteria and the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner other than the design liability, if any, arising from the Owner's Project Criteria.

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 Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the 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 to the extent of the "Permits and Fees" allowance in Design-Builder's Proposal. Once the actual cost to procure such permits and fees is known, the Guaranteed Maximum Price shall be adjusted by Change Order.

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 provided that Design-Builder shall be entitled to an extension of time and increase to the Guaranteed Maximum Price if coordination with Owner's separate contractors will increase the cost or time of Design-Builder's performance of the Work.

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 experience to supervise the implementation and monitoring of all safety precautions 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 injury, 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 by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. 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.

2.9.2 Notwithstanding anything to the contrary contained herein, the Design-Builder's warranty as set forth in subparagraph 2.9.1 shall not apply to any system or equipment which is warranted to the Owner by a manufacturer or supplier. OTHER THAN THE WARRANTY PROVIDED IN SUBPARAGRAPH 2.9.1, DESIGN-BUILDER MAKES NO OTHER WARRANTIES BY THIS AGREEMENT AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES THAT THE PROJECT OR ITS COMPONENTS ARE MERCHANTABILITY, HABITABLE, OR FIT FOR THE PURPOSES INTENDED BY OWNER.

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 the Contract Documents.

2.10.1.2 Owner's sole remedy for breach of the above warranty shall be to require Design-Builder to repair or replace defective workmanship or materials of which Design-Builder is notified in writing within a period of one year after the date of Substantial Completion.

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 periods 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 or the orderly progress of the Work.

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 consider and not unreasonably deny reasonable actions as requested by Design-Builder to permit Design-Builder to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion.

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:

- .1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
- .2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
- .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;
- .4 A legal description of the Site;

.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

.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 cost 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 and other financial sources. Notwithstanding the preceding sentence, after execution of this 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 greater than those existing obligations, or which give Design-Builder diminished rights and remedies, than Design-Builder has under the Contract Documents.

3.3.3 The Owner may, without consent of Design-Builder, assign the Agreement to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment provided Design-Builder shall not

be obligated to execute any such consent which would require Design-Builder to do any of the following: (1) to perform absent cure by Owner's lender or lender's designee of any and all Owner breaches including, without limitation, payment in full of all amounts past due; (2) to perform absent commitment by Owner's lender or lender's designee to honor all of Owner's obligations hereunder after the date of Owner's Lender's assumption; (3) to give Owner's Lender prior notices of change orders increasing the Contract Sum unless an individual change exceeds ten percent (10%) of the Contract Sum before such change order, or if change orders in the aggregate would increase the Contract Sum by twenty percent (20%); (4) to require Design-Builder or any Subcontractor to subordinate its mechanics lien rights to Owner's Lender's mortgage or other security; or (5) otherwise to provide Design-Builder with rights or remedies against Lender which are less favorable than the rights and remedies which Design-Builder has against Owner under the Contract Documents or at law.

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.

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.

3.5.3 Owner shall furnish water and utilities utilized by the Design-Builder, Subcontractors and Sub-subcontractors in connection with their

performance of the Work which shall be paid for by Design-Builder to the extent of the Utilities Allowance when utilized as temporary utilities but, at Design-Builder's option, the water and utilities, or any of them, can be converted to permanent utilities, which shall then be paid for by the Owner.

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 and without causing Design-Builder to incur any additional costs.

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, (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 for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities subpoenae, citation, penalty and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal, threatened release, release or remediation of Hazardous Conditions at the Site or at any other location (including any further site to which a Hazardous Substance is moved or alleged to have been moved), except for those environmental abatements included in the JMS Environmental report, dated July 6, 2012.

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. 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.

4.1.7 Owner shall at all times during the terms of this Agreement be responsible for ensuring compliance with all applicable federal, state, county or local environmental statutes,

regulations, orders or other laws with respect to any existing or suspected presence at the Project of a "hazardous substance," within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended and any implementing regulations or guidance issued pursuant to CERCLA ("Hazardous Substance"). Owner has provided notice to Design-Builder in writing of the presence or suspected presence of any Hazardous Substance, in the report dated July 6, 2012 as prepared by JMS Environmental Associates, Ltd. If thereafter either Owner or Design-Builder discovers an existing or suspected presence of any Hazardous Substance, they each shall have the duty to notify immediately the other in writing. Notwithstanding any right either party may have to order changes in the Work, Design-Builder, at Owner's expense, shall be responsible for, and make all necessary arrangements for, the prompt collection, accumulation, handling, storage, transportation, treatment and disposal of any Hazardous Substance (individually and collectively "Handling of Hazardous Substances").

4.1.8 The liabilities, damages, losses costs, penalties, expenses or responsibilities for which Owner indemnifies, defends and holds Design-Builder harmless shall include, but shall not be limited to: (1) liabilities relating to any environmental pollution, except for Design-builder's duties as stated in 4.1.7, (2) liabilities imposed under any federal, state, county or local environmental statutes, regulations, ordinances, administrative or judicial judgments or orders, including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clear Air Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act and any similar federal, state, or local laws and regulations, or (3) liabilities for contribution or indemnity. Design-Builder shall have the right to accept or decline any compromise or settlement of any claims or actions against Design-Builder.

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, including without limitation, recovery of stand-by costs and extended general and winter conditions costs.

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 from insurance companies authorized to do business in the state in which the Project is located, and with a minimum Best rating of A- or better subject to Owner's approval, the following insurance coverages for certain claims which may arise from or out of the performance of the Work and obligations under the Contract Documents:

- .1 Coverage for claims arising under workers' compensation, disability and other similar employee benefit laws applicable to the Work;
- .2 Coverage for claims by Design-Builder's employees for bodily injury, sickness, disease, or death;

- .3 Coverage for claims by any person other than Design-Builder's employees for bodily injury, sickness, disease, or death;
- .4 Coverage for usual personal injury liability claims for damages sustained by a person as a direct or indirect result of Design-Builder's employment of the person, or sustained by any other person;
- .5 Coverage for claims for damages (other than to the Work) because of injury to or destruction of tangible property, including loss of use;
- .6 Coverage for claims of damages because of personal injury or death, or property damage resulting from ownership, use and maintenance of any motor vehicle; and
- .7 Coverage for contractual liability claims arising out of Design-Builder's obligations under Section 7.4.1 hereof.

5.1.2 Design-Builder's liability insurance required by Section 5.1.1 above shall be written for the coverage amounts set forth in the Agreement and shall include completed operations insurance for the period of time set forth in the Agreement.

5.1.3 Design-Builder's liability insurance set forth in Sections 5.1.1.1 through 5.1.1.7 above shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.4 To the extent Owner requires Design-Builder or any Design Consultant to provide professional liability insurance for claims arising from the negligent performance of design services by Design-Builder or the Design Consultant, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Agreement. Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the

Project. Such policies shall be provided prior to the commencement of any design services hereunder.

5.1.5 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, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner.

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 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 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. The property insurance obtained by Owner shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants, Subcontractors and Sub-Subcontractors, shall be on an "all risk" or equivalent policy form and shall insure against the perils of fire and extended coverage, theft, vandalism, 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 and loss of use of Owner's property by insured perils, however caused.

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, Subcontractors and Sub-Subcontractors.

5.3.3 As a condition precedent 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.

5.3.3.1 N/A

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 as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and 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. Owner shall pay the costs not covered because of deductibles or self-insured retention.

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 or which should have been covered if the insurance had been procured in accordance with these General Conditions 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.

5.3.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Paragraph 5.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

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.

Article 6

Payment

6.1 Schedule of Values

6.1.1 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 schedule of values shall provide that general conditions costs incurred or to be incurred by Design-Builder including, without limitation, costs for insurance, permits, any Design Consultant or Subcontractor architectural or engineering, surveying, borings, trailer delivery and rental, safety, estimating, budgeting, purchasing, scheduling, reproduction of preliminary design documents or Contract Documents, pre-construction design or construction services, value engineering, shipping, mobilization, temporary signs and pre-contract legal are to be paid from the initial 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) the equipment and materials are suitably stored at either the Site or another acceptable location, or where a material or equipment supplier requires pre-payment in whole or in part as a condition to fabrication or delivery (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 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.2.4 In addition to any Work in place, Design-Builder's initial Application for Payment may include, and Owner shall pay, general conditions costs incurred by Design-Builder including, without limitation, costs for insurance, permits, any Design Consultant or Subcontractor architectural or engineering, surveying, borings, trailer delivery and rental, safety, estimating, budgeting, purchasing, scheduling, reproduction of preliminary design documents or Contract Documents, shipping, pre-construction design or construction services, value engineering, mobilization, temporary signs and pre-contract legal. Payment of Design-Builder's Pre-Construction Services is a condition to Design-Builder's duty to commence or to continue construction Work. Design-Builder's commencement without such payment shall not be a waiver of this provision.

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, it will notify Design-Builder in writing as required by the Local Government Prompt Payment Act. 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, pursuant to such times as is called by the Act, Design-Builder may pursue its rights under the Contract Documents

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 Act.

6.4 Right to Stop Work and Interest

6.4.1 If Owner fails to pay 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 Act.

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.

6.5.2 Design-Builder shall not be obligated to pay Subcontractors or Suppliers if Design-Builder determines that withholding payment is in the best interests of prosecuting the Work in accordance with the Contract Documents.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes 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 Act, provided that Design-Builder has completed all of

the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

- .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;
- .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;
- .3 consent of Design-Builder's surety, if any, to final payment;
- .4 all operating manuals, warranties and other deliverables required by the Contract Documents; and
- .5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.
- .6 As-Built Drawings

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.

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.

7.3 Payment Claim Indemnification

7.3.1 Providing 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, employees and agents 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 N/A

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, employees, or agents 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 subject to Design-Builder's right to time extensions in accordance with superparagraph 5.2.4.1 of the Agreement and paragraph 8.2 of these General Conditions.

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, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

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 those events set forth in Section 8.2.1 above that do not adversely effect the critical path of Design-Builder's most current project schedule.

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:

- .1** The scope of the change in the Work;
- .2** The amount of the adjustment to the Contract Price; and
- .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. Design-Builder shall have no obligation to perform changed work absent agreement on adjustment to the Contractor Price and Contract Time in a written instrument signed by Owner.

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.

9.1.4 A "change" which shall give rise to a Change Order is any change in scope, size, kind, quality or usage of system, materials, finishes, equipment or area of the Project from that set forth in approved the project scope and Construction 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:

- .1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- .2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

- .3 Costs, fees and any other markups set forth in the Agreement; and
- .4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Design-Builder agrees to proceed with the changed work, 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 overhead and profit, as set forth in the Agreement. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes. For this agreement, Design-Builder cannot unilaterally proceed with changes that will incur a cost impact without owner's consent.

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 with interest 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 if possible to qualify 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.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, 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. 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. The foregoing shall not be a condition precedent to Design-Builder's remedies in the event of non-payment by Owner of Design-Builder's Payment Application.

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 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.

10.3 Arbitration

10.3.1 N/A

10.3.2 N/A

10.3.3 N/A

10.3.4 N/A

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, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential or of Design-Builder's extended general or winter conditions.

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 fourteen (14) consecutive days or aggregate more than sixty (60) 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 work by Owner including, without limitation, all stand-by demobilization, remobilization, extended general and winter conditions costs.

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, and, absent, posting of a lien indemnity bond or to obtain an endorsement to a title policy with respect to liens of 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, of the Site 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 except to the extent amounts otherwise owing to Design-Builder exceed a good faith estimate of the cost to complete the Work. 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 procurement 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 work for the following reasons:

- .1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
- .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 work or terminate, at Design-Builder's option 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 work or terminate, at Design-Builder's option. 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 or termination.

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:

- .1 The Work has been stopped for fourteen (14) consecutive days, or more than thirty (30) 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.
- .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 fourteen (14) consecutive days, or more than thirty (30) 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.
- .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, 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:

- .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
- .2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within thirty (30) 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 be deemed to have consented to rejection of the Agreement, and the Agreement shall be deemed terminated. The Non-Bankrupt Party may 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

Miscellaneous

12.1 Assignment

12.1.1 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 but, Design-Builder shall be entitled to enter into Subcontracts for design and construction.

12.2 Successorship

12.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 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.

12.4 Severability

12.4.1 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.

12.5 No Waiver

12.5.1 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.

12.6 Headings

12.6.1 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.

12.7 Notice

12.7.1 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 (iii) if sent by overnight courier, by the next business day with receipt from the courier service or (iv) 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.

12.8 Amendments

12.8.1 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.



CONSTRUCTION

DESIGN - BUILD

DEVELOPMENT

May 13, 2013

EXHIBIT A

Mr. Brendan McLaughlin
Director of Public Works
Village of LaGrange Park
937 N. Barnsdale Rd.
LaGrange Park, IL 60526

Re: LCI #13-5727
Village of LaGrange Park Public Works Building Renovation
LaGrange Park, IL 60526

Dear Mr. McLaughlin:

This Guaranteed Maximum Price (GMP) proposal is based upon the following drawings prepared by Mitchell Associates Architects P.C, dated 4/26/13 and general information enumerated as follows:

Environmental Report
(Lead & Asbestos):

Prepared by JMS Environmental Associates, Ltd.
Corporation Dated December 1, 2004

DIVISION 1 – GENERAL REQUIREMENTS

1-1 Items Provided by Owner (Not Included in Proposal)

- A. Impact fees/tap fees/termination fees (if required by Village)
- B. Permits/fees/bonds (if required by Village)

1-2 Items Provided by General Contractor

- A. Preconstruction services (general conditions):
 - 1. Budget estimating
 - 2. Design review & Design Development
 - 3. Value engineering
 - 4. System design analysis and coordination
 - 5. Architectural drawings for Pricing
 - 6. Architectural & MEP drawings for permit
 - 7. Permit processing assistance
 - 8. Subcontractor competitive bid process
 - 9. Subcontractor and supplier procurement
- B. Construction services (general conditions):
 - 1. Full time on-site field supervision



2. Project management/administration
3. Weekly owner/architect/subcontractor coordination meetings
4. Scheduling
5. Temporary utilities for construction period
6. Jobsite construction office
7. Blueprinting/reproduction
8. Shipping and mailing
9. Safety requirements
10. Quality control
11. General clean up
12. Dump boxes

C. General liability, Builder's Risk and workman's compensation insurance.

DIVISION 2 - SITEWORK

2-1 Demolition

- A. Demo flooring in 1st floor offices & existing locker room
- B. Demo entrance awnings (exist. brick and steel to remain in-tact)
- C. Demo block walls at new locker rooms, including all doors and frames
- D. Demo staircase and mezzanine
- E. Demo wood paneling throughout first floor
- F. Demo plastic ceilings in first floor
- G. Demo wall at breakroom, including portion of the ceiling and mezzanine
- H. Trash-out all demoed conduit, ductwork & plumbing piping

2-2 Environmental Consulting/Testing/Abatement

- A. Conduct a pre-design inspection & compile a environmental remediation program that complies with the sampling conducted in the Asbestos & Lead report conducted by JSM Environmental Associated dated 7/6/12.
 1. All required air & wipe sampling to ensure compliance
 2. Removal and proper disposal of asbestos and lead containing materials, as reported
 3. All Cook County & IEPA fees

2-3 Landscaping

- A. Landscaping for new water service trench to be handled by LPPW
- B. Any trimming of existing trees or bushes, as needed for access, to be handled by LPPW.

2-4 Sawcutting



- A. Provide (1) day of sawcutting as required for concrete work

DIVISION 3 – CONCRETE

3-1 Building Concrete

- A. Excavate and remove spoils for new footing in basement. Pour new footing for steel column
- B. Remove asphalt, excavate to expose recessed foundation at breakroom. Backfill and pour new concrete pad
- C. Fill existing area wells with stone, that are to be in-filled
- D. Backfill and pour new slab as required for plumbing trench

DIVISION 4 – MASONRY

4-1 Masonry

- A. Remove and replace, the exterior wythe of approximately 2,800 s.f. of face brick.
- B. Remove and trash-out clay and stone copings, glass block, windows and masonry that is called out on drawings to be removed.
- C. Cut in expansion and control joints, and install backer rod and caulk as applicable
- D. Provide all interior masonry walls as noted
- E. Clean, grid rust, prime and paint lintels above OH door
- F. Sawcut and remove masonry withes for structural columns, remove masonry for thru-wall AC units

DIVISION 5 – METALS

5-1 Structural Steel/Misc. Metals

- A. Provide and install (5) 3.5" columns and 92) W10x26 beams for support, as noted on drawings
- B. Provide and install(1) roof access ladder
- C. Provide and install CMU clips

DIVISION 6 – WOOD AND PLASTICS

6-1 Carpentry

- A. Provide and install roof blocking as detailed on drawings
- B. Provide in-wall blocking for countertops
- C. Provide roof framing for roof hatch curb.
- D. Provide rebuild of (3) exterior canopies as shown



- E. Patch in mezzanine deck by breakroom after wall has been demoed.
- F. Remove all double hung windows
- G. Install all double hung Pella windows, including bucks and trim as required
- H. Furnish and install all wood sills and aprons.
- I. Install all new doors, frames and hardware (we do not include any work to existing doors, frames and hardware that are to remain)
- J. Install all toilet accessories

6-2 Millwork

- A. Provide and install all countertops, support brackets, overhead cabinets and base cabinets as shown
- B. Provide shelf and rod set at men's locker room

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

7-1 Roofing

- A. Removal of existing roof down to the wood deck and dispose
- B. Provide and install (2) layers of 2.1" (R2.5) mechanically attached insulation to the existing wood deck
- C. Provide and install a 60 mil reflective Thermoplastic (TPO) white fully adhered roofing system and base flashings, per manufacturer's recommendations and specifications
- D. Provide and install a new Kynar coated pre-finished 24 gauge steel copings, scuppers, downspouts & counter-flashings at perimeters and walls (prefinished metal in standard colors only).
- E. Provide concrete pavers for support under the condenser units
- C. Install 8' square tapered sumps at all drain locations and 8' saddles between drains directing water to the drains
- D. Install new through wall "overflow" scuppers and downspouts at the outside walls adjacent to the existing drains and at the upper roof area
- E. Install miscellaneous field flashings and required, such as pitch panels, pre-fabricated boot flashings and heater cone flashings
- F. Provide and install all flashings, downspouts, gutters, fascia, membrane roof and shingles associated with new overhangs
- G. Provide and install (1) new Bilco, or equal, roof hatch
- H. Provide an allowance of \$5,000 to replace wood deck

7-3 Caulking & Sealants

- A. Caulk at masonry control and expansion joints, includes backer rod at expansion joints
- B. Apply mastic damproofing at blocked up window wells

7-4 Fireproofing/Insulation



- C. Blow R-38 Greenfire Dry Cellulose insulation in between wood ceiling joists and 2nd floor plaster ceiling

DIVISION 8 – DOORS & WINDOWS

8-1 Doors & Frames

- A. Provide all doors, frames and hardware as per the schedule on A1.0
- B. We do not include any new hardware or any repairs to existing doors that are not scheduled to be replaced

8-2 Windows

- A. Provide and install Pella Impervia double hung windows, split faced with brown on the exterior and white on the interior
- B. Based on 5/8" low-E Advanced insulated glass

DIVISION 9 – FINISHES

9-1 Metal Studs & Drywall

- A. Provide all wall types 3, 4, 5, 6, 7, 8 & 9.
- B. Provide wrapping of structural beams and patching of ceiling at breakroom
- C. Provide a general wall patching allowance of \$2,500
- D. We include a \$5,000 allowance for drywall patching, opening of existing walls or any new soffits that may need to be run for sprinkler fitter

9-2 Acoustical Ceilings

- A. Provide grid and tile in locker room areas, based on 2x2x5/8" USG fine fissured on 15/16" grid

9-3 Wood Flooring

- A. Sand and refinish wood floors on 2nd floor and oak stairs leading to 2nd floor
- B. Remove base shoe and reinstall to properly sand and prep floors (we include replacement of 1/4" round if any is broken during removal)
- C. Patch in hardwood floor over existing sleeper system (We do not include installing new sleepers)
- D. Wood based on 2 1/4" red oak
- E. Finish is based on Synteko Conversion Varnish

9-4 Floor Preparation



- A. Provide an allowance of \$4,064.00 for skimcoating and minor prep as required to properly install new epoxy flooring system

9-5 Vinyl Base

- A. Provide 4" cove vinyl base at all epoxied floors that are not to receive epoxy base or ceramic tile

9-6 Painting

- A. Prime and paint all drywall walls throughout as indicted on 1st and 2nd floors and breakroom
- B. Paint all drywall celings on 1st and 2nd floor and Breakroom
- C. Paint all hollow metal doors and frames
- D. Paint (9) exterior OH doors (exterior side only)
- E. Paint (18) bollards safety yellow
- F. Paint casing and trim around windows
- G. Paint baseboard and shoe molding on 2nd floor
- H. Paint existing steel column and handrail on South Entry
- I. Apply block filler and paint to new CMU walls
- J. Scrape existing peeling paint and paint exterior concrete along grade line at South and West Elevations
- K. Paint (9) existing convectors
- L. Scrape and paint peeling paint on wood trim around exterior OH doors

9-7 Ceramic Tile

- A. Provide and install ceramic tile on bathroom walls, including matching cove base
- B. Tile is based on a material allowance of \$3.00/SF

DIVISION 10 – SPECIALTIES

10-1 Lockers & Benches

- A. Provide an allowance of \$1,000 for any new equipment needed for locker room

10-2 Toilet Accessories & Partitions

- B. Furnish and install all toilet accessories and toilet partitions as noted on drawings

DIVISION 11 – EQUIPMENT



11-1 **Residential Appliances**

- C. Provide an allowance of \$1,500 for any new appliances needed

DIVISION 12 – FURNISHINGS - NONE

DIVISION 13 – SPECIAL CONSTRUCTIONS - NONE

DIVISION 14 – CONVEYING SYSTEMS - NONE

DIVISION 15 – MECHANICAL SYSTEMS - NONE

15-1 **Fire Protection**

- A. Furnish and install a complete automatic fire protection sprinkler system throughout office and warehouse, including all pipe, fittings and hangers.
1. System will be designed and installed per NFPA-13, 1996 Edition and local jurisdiction.
 2. Entire sprinkler system to be wet pipe.
 3. Sprinkler heads in warehouse to be uprights and pendants in office – centered in tile if applicable
 4. Fire department connections will be provided as required by code.
 5. Includes (1) backflow preventer, (1) 10" outside bell, (1) 6" inside bell, (1) flow switch and (2) tamper switches
 6. Includes hydraulic calculations, shop drawings and engineered drawings for permit

15-2 **Plumbing**

- A. Demo of all existing galvanized water pipe, waste and vent lines in new location of bathrooms
- B. Run new 6" water service from Barnsdale Rd to basement, including hookup of new RPZ
- C. Provide new PVC (above slab) waste and vent lines
- D. Provide hookup to existing 4" sewer under new bathrooms
- E. Install new vent through roof
- F. Hookup existing sump pump in basement to new PVC sewer pipe
- G. Hookup to 2" existing waste on south side of building for new break room sink and provide connection for existing vent
- H. Install new copper pipe to new fixtures (fixtures as specified on drawings)
- I. Hookup hot and cold to 2nd floor bathroom risers (no re-piping of 2nd floor bathroom)
- J. All exposed water pipe shall be insulated and clearly marked
- K. Install (3) new 6" roof drains and hook back to existing horizontal storm pipe (we don't include insulation on storm pipe)
- L. Provide roof drains and storm piping at each building.



M. Provide engineered Design-Build drawings for permit

15-3 HVAC

- A. Demo of existing ductwork, as called for on drawings and drop to floor
- B. Provide and install (4) common ceiling mounted exhaust fans, sharing (1) common roof penetration
- C. Demo existing radiators in new locker room area and provide new slimline radiators tied to existing boiler
- D. Relocate grease pump, compressor to basement and (2) overhead gas heaters
- E. Provide and install (4) wall/window AC units with built-in t-stats
- F. Provide engineered Design-Build drawings for permit

DIVISION 16 – ELECTRICAL

16-1 Electrical Services

A. DEMOLITION

- i. Roof Conduits and COAX cable
- ii. Conduit and wiring at breakroom
- iii. All wiring & conduits at 1st floor office
- iv. All wiring & conduits at locker room
- v. All distribution panel, disconnects, wiring and conduits at existing garage bay
- vi. All conduit that is improperly strapped and mounted in basement

B. DISTRIBUTION

- i. 1- 150 AMP Panel
- ii. Raceway and wire for associated new 150 AMP Panel
- iii. All cable and wire is copper
- iv. Furnish and install pipe and wire for the above mentioned systems.

C. LIGHTING

- i. 6 – New 4FT fixtures in 1st floor office
- ii. 12-2X2 lay-in fixtures for locker rooms and bathrooms
- iii. 1 W/P Can light for shower room
- iv. 2 Strip lights for bathrooms
- v. Re-install 6 strip lights in 1st floor office
- vi. 2 – Exterior can lights for canopy by breakroom
- vii. Install (8) new 8' fixtures in basement
- viii. (10) switches
- ix. (4) 3-way switches
- x. Furnish and install pipe and wire for the above mentioned systems.
- xi. All cable and wire is copper
- xii.

D. BRANCH POWER

- i. 11 – Receptacles



- ii. 4 – A/C Receptacles
 - iii. 2- GFCI Receptacles
 - iv. Furnish and install pipe and wire for the above mentioned systems.
 - v. All cable and wire is copper
- E. FIRE ALARM
- i. (2) Water flow and tamper switches
 - ii. (1) 10" Bell
 - iii. (1) 6" Bell
 - iv. Re-install smoke detectors and pull stations as required
 - v. Conduits will stub to ceiling and cable to run, free air
 - vi. Based on re-using existing fire alarm panel, we do not include a new FA panel or modifications
 - vii. Includes fire alarm drawings for permit
- F. VOICE/ DATA (RACEWAY ONLY)
- Provide and install empty raceway for (8) – Voice/Data locations
- G. SECURITY (RACEWAY AND WIRE ONLY)
- Provide and install wire, raceway and boxes for (3) door contacts (Card Readers)
- H. TV LOCATIONS (RACEWAY ONLY)
- Re-install COAX cable for existing TV in breakroom
- I. MECHANICAL
- Provide power for (4) bathroom exhaust fans

16-2 Site Electrical

- A. Re-install exterior wall packs
- B. Furnish and install pipe and wire for the above mentioned systems.
- C. All cable and wire is copper

SCHEDULE OF VALUES – See Attached Bid Recap

QUALIFICATIONS

1. Our base bid proposal includes full-time supervision at jobsite and part-time project management. Proposal is based upon normal working hours/no overtime. All work will be done in first class workman-like manner by Union employees.
2. Utility services: Leopardo Companies assumes all utility services (gas, electric, water, storm, and sanitary) are adequately sized and available at the property line. We do not include any costs to relocate utilities, if later determined that it will be necessary to complete our scope of work.
3. Removal and/or replacement of unsuitable soils or removal of any other unforeseen obstacle/concealed conditions are not included in our bid.
4. Excess utility charges by utility companies to be paid by owner.
5. Our abatement of asbestos and lead is based on the calculations provided by the Village of LaGrange Park in the JMS Environmental report, dated 7/6/12. If additional areas or substances are discovered during the course of the project, additional costs may be incurred.



6. Our base bid does not include remove of steel beams at the overhead garage door. Our bid includes inspection, scraping, grinding, priming & epoxy painting of beams if they are to remain. If it is determined, after inspection, that the beams are in very poor condition and will need to be replaced, please refer to Alternate #3.
7. Roofing system to include a (20) year fully system manufacturer's warranty
8. This project is based on a (10) week construction schedule.

EXCLUSIONS

1. We do not include any re-keying for new and existing doors.
2. We do not include unsuitable soils removal
3. Any upgrades required by city inspectors that are not specifically mentioned in this proposal, are excluded
4. For masonry scope, we only include removal of exterior wythe brick. Any interior withes of brick to be removed and reinstalled to be handled as a change order to the contract.
5. We do not include structural reinforcements, above what is noted on the drawings.
6. We do not include any costs for basement waterproofing in this proposal. This work, if requested by owner, will be handled during the project.
7. All pulling of voice/data cabling to be handled by the Village's IT department or vendor
8. Any relocation of servers or equipment to be handled by Village's IT department or vendor

Sincerely,
LEOPARDO COMPANIES, INC.



Jason R. Steffen
Project Manager

CC: Rick J. DuPraw



Owner Bid Summary Report



LCI Project #: 13-5727
 Project Name: LaGrange Park Public Works Building
 Floor Area-SF: 10,534
 Bid Due Date: 3/4/13

Exhibit A - (continued)
 Schedule of Values

ITEM CODE & DESCRIPTION	LINE TOTALS	DIVISION TOTALS	\$/SF
DIVISION 1 - General Conditions		\$156,812	\$14.90
Preconstruction Services	\$0		
Professional Services	\$32,000		
General Conditions	\$119,012		
General Requirements	\$5,900		
Winter Conditions	\$0		
DIVISION 2 - Site Construction		\$63,732	\$3.06
02071 Building Demolition-Interior	\$22,352		
02073 Environmental Consulting & Abatement	\$40,000		
02071 Sawcutting-All Types	\$1,400		
DIVISION 3 - Concrete		\$7,800	\$0.74
03309 Concrete Restoration	\$7,800		
DIVISION 4 - Masonry		\$195,324	\$18.54
04202 Masonry Work-General	\$195,324		
DIVISION 5 - Metals		\$9,760	\$0.93
05510 Miscellaneous Metals	\$9,760		
05510 Roof Hatch (By Roofer)	\$0		
DIVISION 6 - Wood & Plastics		\$53,674	\$5.10
06100 Rough Carpentry	\$41,650		
06400 Millwork/Plastic Laminates	\$12,024		
DIVISION 7 - Thermal & Moisture Protection		\$129,375	\$12.28
07111 Waterproofing/Damproofing	\$0		
07510 Membrane Roofing	\$126,700		
07250 Sprayed Fireproofing	\$2,675		
DIVISION 8 - Doors & Windows		\$17,380	\$1.65
08110 Metal Doors & Frames	\$8,180		
08610 Wood Windows (Furnish)	\$9,200		
08710 Finish Hardware	\$0		
DIVISION 9 - Finishes		\$93,103	\$8.84
09252 Metal Stud & Drywall	\$21,060		
09510 Acoustical Ceilings	\$1,610		
09560 Wood Flooring & Base	\$7,895		
09695 Floor Preparation - Misc.	\$4,064		
09720 Epoxy Flooring	\$15,932		
09680 VCT/ Vinyl Base	\$1,800		
09900 Painting & Wallcovering	\$32,142		
09660 Ceramic Tile	\$3,600		

Owner Bid Summary Report



CONSTRUCTION DESIGN-BUILD DEVELOPMENT

LCI Project #: 13-5727 Project Name: LaGrange Park Public Works Building Floor Area-SF: 10,534 Bid Due Date: 3/4/13			
ITEM CODE & DESCRIPTION	LINE TOTALS	DIVISION TOTALS	\$/SF
09252 ALLOWANCE - Drywall for Sprinkler Retrofit	\$5,000		
DIVISION 10 - Specialties		\$2,441	\$0.23
10505 Lockers & Benches	\$1,000		
10800 Toilet Accessories	\$1,441		
DIVISION 11 - Equipment		\$1,500	\$0.14
11451 Residential Appliances	\$1,500		
11130 Audio-Visual Equipment	\$0		
DIVISION 12 - Furnishings		\$0	\$0.00
12400 Furniture & Accessories	\$0		
DIVISION 13 - Special Construction		\$0	\$0.00
DIVISION 14 - Conveying Systems		\$0	\$0.00
DIVISION 15 - Mechanical		\$124,936	\$11.86
15300 Fire Protection	\$37,950		
15400 Plumbing	\$60,182		
15500 H.V.A.C	\$26,804		
DIVISION 16 - Electrical		\$88,300	\$8.38
16001 Electrical-Building	\$88,300		
16800 Intercom Systems	\$0		
TRADE SUB-TOTAL	\$944,257		\$89.64
Permits & Fees Allowance	\$0		
Labor & Performance Bonds	\$0		
Builder's Risk Insurance	\$9,443		
Liability Insurance	\$11,444		
PROJECT SUB-TOTAL	\$965,144		\$91.62
Contingency	\$38,606		
PROJECT SUB-TOTAL	\$1,003,750		\$95.29
Escalation	\$0		
PROJECT SUB-TOTAL	\$1,003,750		\$95.29
Contractor's Fee	\$50,188		
PROJECT TOTAL	\$1,053,938		\$100.05

Alternates

EXHIBIT B



CONSTRUCTION DESIGN BUILD DEVELOPMENT

LCI Project #: 13-5727 Project Name: LaGrange Park Public Works Building Floor Area-SF: 10,534 Bid Due Date: 3/4/13				
Alternate Description	Quantity	Units	Unit Cost	Total
Alternate #1				
Furnish and install solid surface window sills in lieu of paint-grade wood				
Solid Surface	1	ls	\$4,518.00	\$4,518
Wood Sills (deduct	1	ls	(\$1,150.00)	(\$1,150)
Item #3				
Item #4				
Insurance				\$40
Fee			5.00%	\$170
Total				\$3,579
Alternate #2				
In lieu of thru-wall AC Units, provide and install ductless split systems				
HVAC	1	ls	\$46,885.00	\$46,885
Carpentry (cut & frame curb for condenser)	1	ls	\$1,125.00	\$1,125
Insurance				\$576
Fee			5.00%	\$2,429
Total				\$51,015
Alternate #3				
Demo and replace overhead garage door steel lintels, if necessary				
Steel (W8x40)	1	ls	\$2,850.00	\$2,850
Masonry (shoring)	1	ls	\$4,430.00	\$4,430
Painting (3 part epoxy)	1	ls	\$905.00	\$905
Item #4				
Insurance				\$98
Fee			5.00%	\$414
Total				\$8,697



DIV	DESCRIPTION	QTY.	UNIT	UNIT COST	SUBTOTAL	TOTAL
1	General Project Contingency					\$ 38,610
	1.01					
	1.02					
2	Environmental Testing & Abatement					\$ 10,000
	2.01					
	2.02					
4	Masonry					
	4.01 General Building Tuckpointing	1	ls	7,500.00	7,500.00	
	4.02 Tuckpointing to building parapet wall	1	ls	5,000.00	5,000.00	
						\$ 12,500
7	Roofing					
	7.01 Repair of Wood Deck	1	ls	150.00	5,000.00	
						\$ 5,000
9	Drywall					
	9.01 Open holes for Insulation/Sprinler Fitter	1	ls	5,000.00	5,000.00	
						\$ 5,000
10	Lockers & Benches					
	10.01 Misc. Equipment to Purchase	1	ls	1,000.00	1,000.00	
						\$ 1,000
10	Appliances					
	10.01 If any new appliances are required	1	ls	1,500.00	1,500.00	
						\$ 1,500
CONTINGENCY TOTAL						\$ 73,610

Activity ID	Description	Start Date	End Date	Days	Phase
1000	Identify Client Needs-Project Strategy	12/01/12	12/01/12	1	12/01/12
1010	Enter into Preconstruction Agreement	12/01/12	12/01/12	1	12/01/12
1040	Excavate & Design Initial Concept	12/01/12	12/01/12	1	12/01/12
1020	Field Measurements for CAD Backgrounds	12/01/12	12/01/12	1	12/01/12
1030	Format electronic drawings	12/01/12	12/01/12	1	12/01/12
2000	Review Baseline Work Issues with Owner	12/01/12	12/01/12	1	12/01/12
2010	Perform Cost Review	12/01/12	12/01/12	1	12/01/12
2005	Develop Scope Documents	12/01/12	12/01/12	1	12/01/12
2015	Revised Documents with Owner	12/01/12	12/01/12	1	12/01/12
2020	Revised documents as requested	12/01/12	12/01/12	1	12/01/12
2025	Develop Master Plan Budget for entire project	12/01/12	12/01/12	1	12/01/12
2030	Review Master Plan Budget with Owner	12/01/12	12/01/12	1	12/01/12
2035	Finalize Scope documents & finalize for hand out	12/01/12	12/01/12	1	12/01/12
2055	Submit for building permit	12/01/12	12/01/12	1	12/01/12
2045	Review subcontractor bids with owner	12/01/12	12/01/12	1	12/01/12
2047	Present Pre-GMP Outline to Garage Consultants	12/01/12	12/01/12	1	12/01/12
2050	Review Finalize Scope & Complete GMP	12/01/12	12/01/12	1	12/01/12
3000	Submit for building permit	12/01/12	12/01/12	1	12/01/12
3000	Procure Long Lead Items	12/01/12	12/01/12	1	12/01/12
3010	Shop drawings submitted	12/01/12	12/01/12	1	12/01/12
3020	Approve Shop Drawings	12/01/12	12/01/12	1	12/01/12
3030	Fabricate & Deliver Long Lead Items	12/01/12	12/01/12	1	12/01/12
1100	Asbestos & Lead Abatement	12/01/12	12/01/12	1	12/01/12
1200	Mobilization & Setup	12/01/12	12/01/12	1	12/01/12
1210	MEP Disconnects	12/01/12	12/01/12	1	12/01/12
1220	Roof Removal & Re-roof	12/01/12	12/01/12	1	12/01/12
1230	Exterior Masonry	12/01/12	12/01/12	1	12/01/12
1240	Basement Waterproofing	12/01/12	12/01/12	1	12/01/12
1250	Peak of Masonry Restoration (150)	12/01/12	12/01/12	1	12/01/12
1260	1st & 2nd Floor Office Demolition	12/01/12	12/01/12	1	12/01/12
1270	Window Installation	12/01/12	12/01/12	1	12/01/12

Early bar
 Progress bar
 Critical bar
 Summary bar
 Start in previous phase
 End in previous phase

Village of LaGrange, Inc.
 8877 North Main Street
 8877 North Main Street, No.



Leopardo

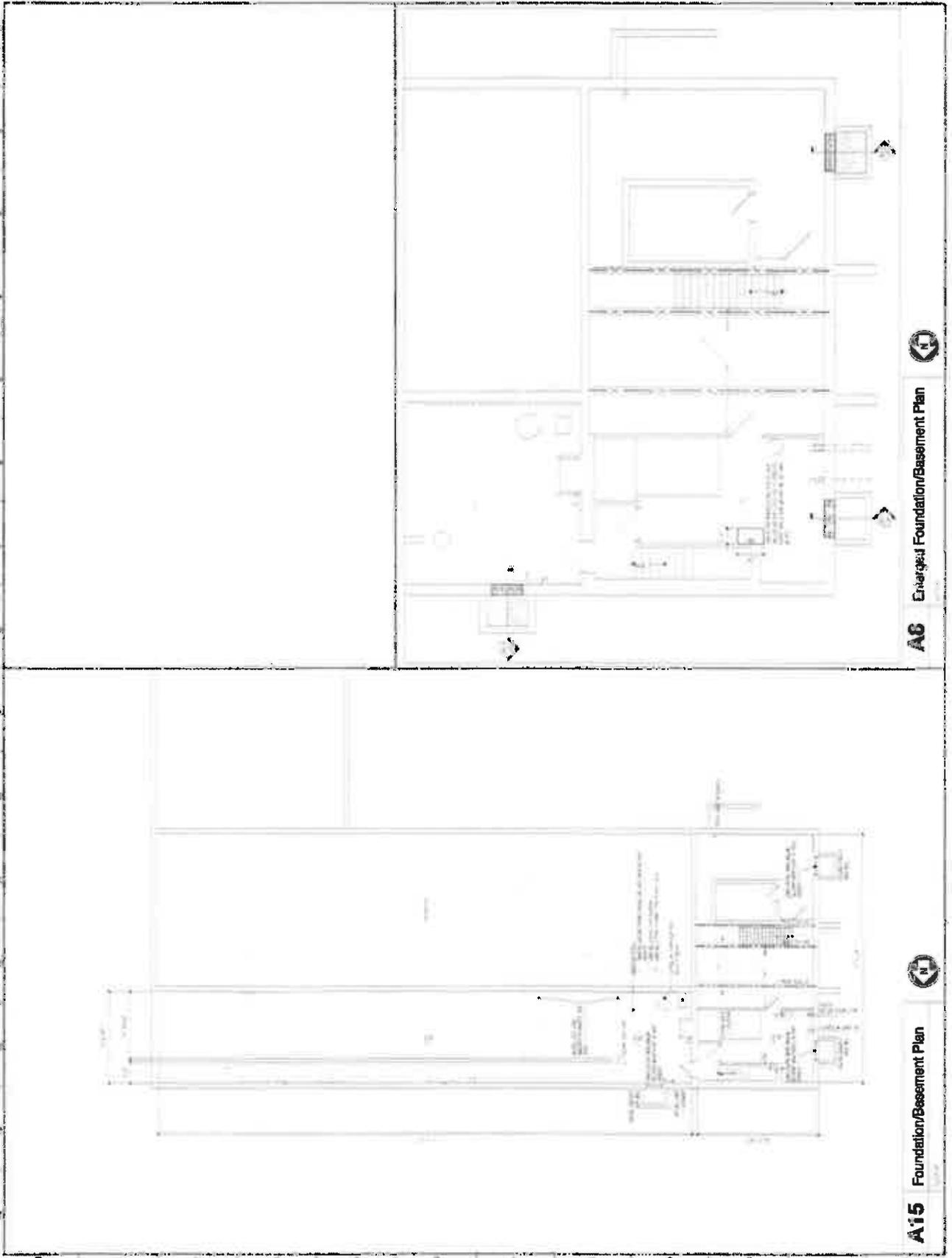
60521 SUPERVISOR
60521 0000

Village of
LaGrange Park
937 Barnsdale Road
LaGrange Park, IL
60526

Public Works Building
Renovation

Basement/Foundation
Plan

A2.0



A15 Foundation/Basement Plan

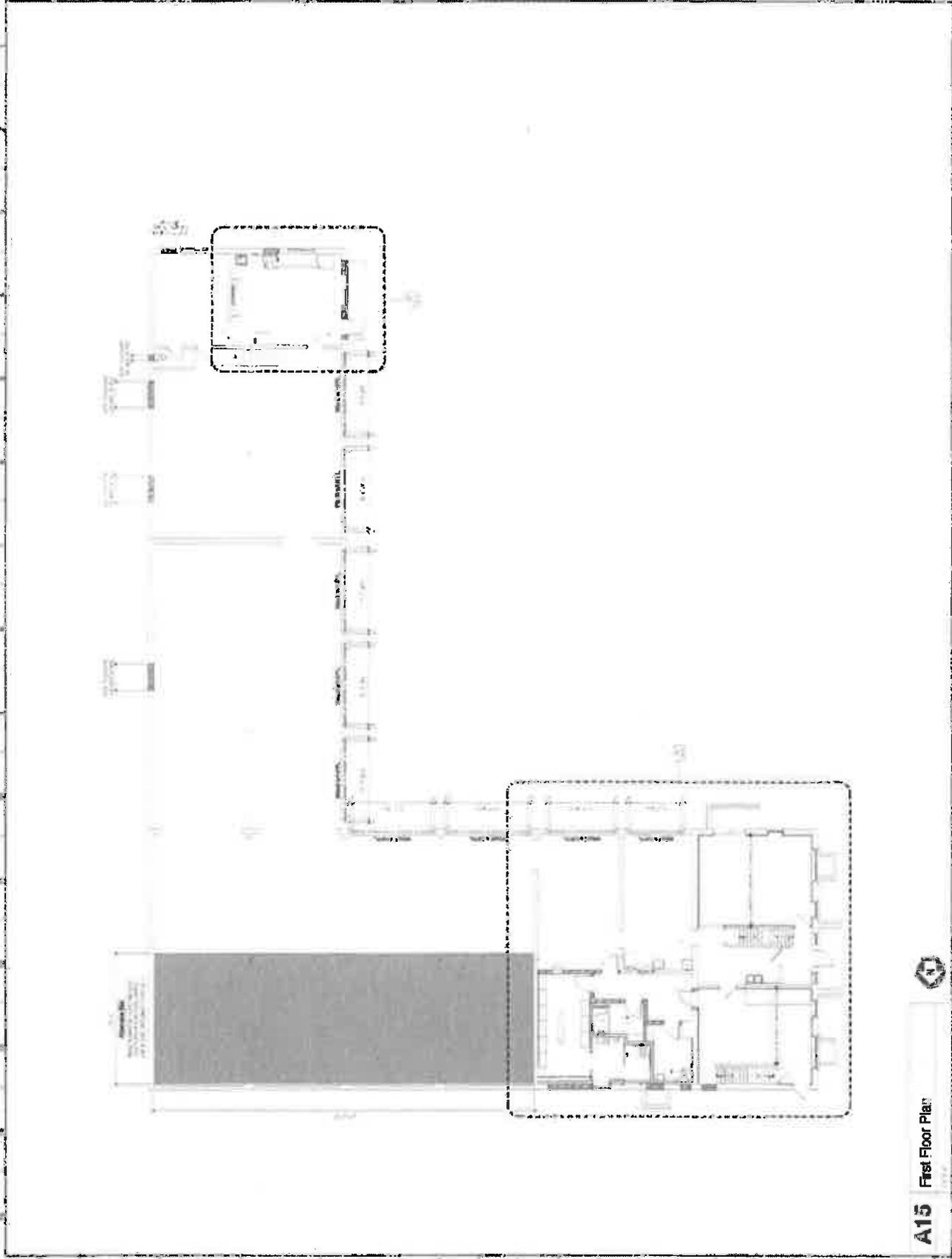
A16 Enlarged Foundation/Basement Plan

Village of
LaGrange Park
837 Barnesdale Road
LaGrange Park, IL
60526

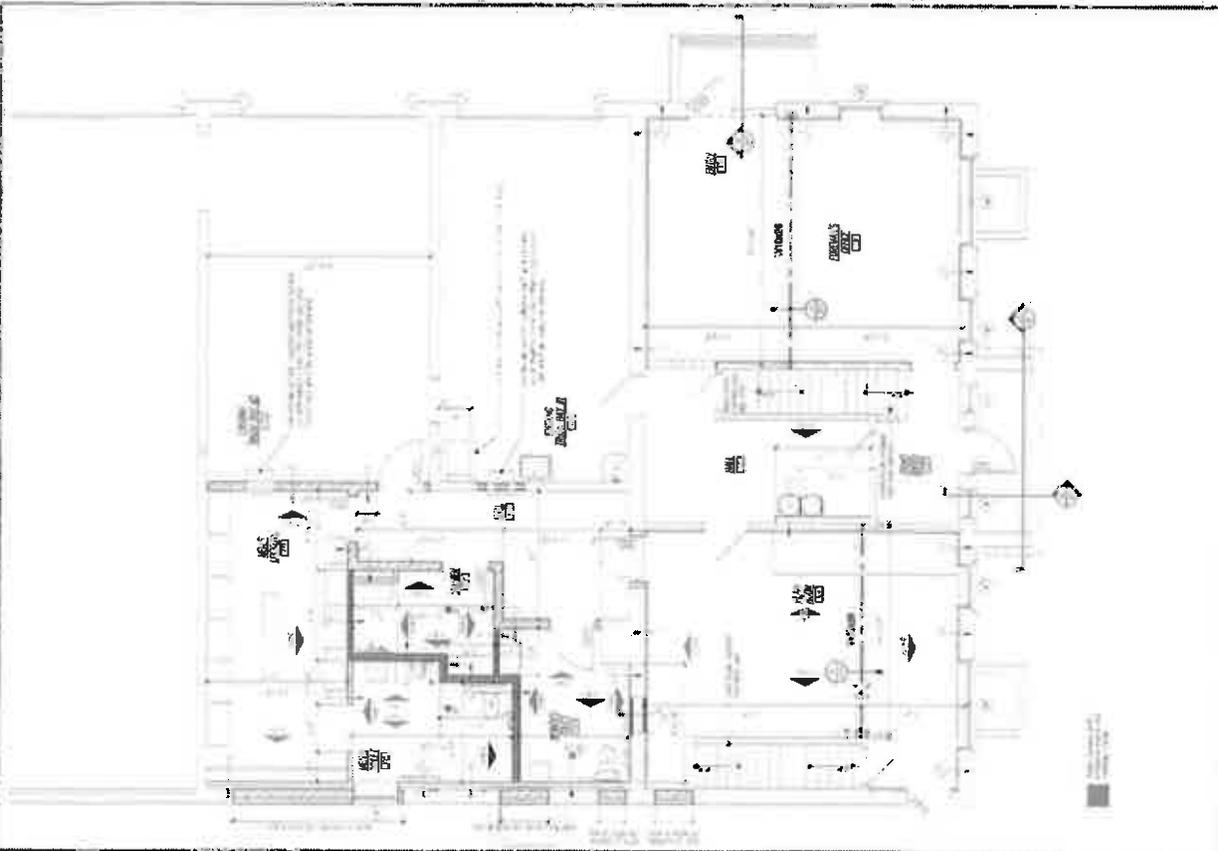
Public Works Building
Renovation

First Floor
Plan

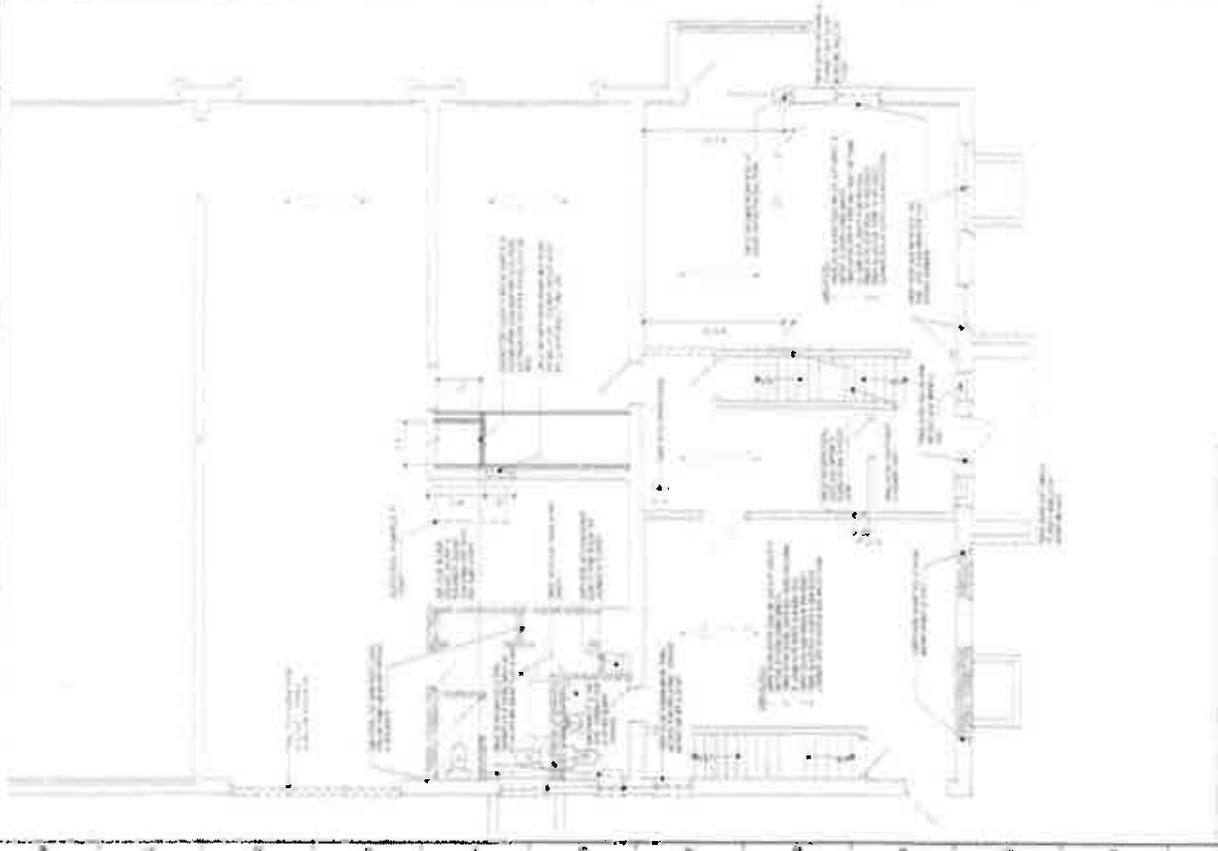
A2.1



A15 First Floor Plan



A8 Enlarged First Floor Plan



A15 Enlarged First Floor Demolition Plan



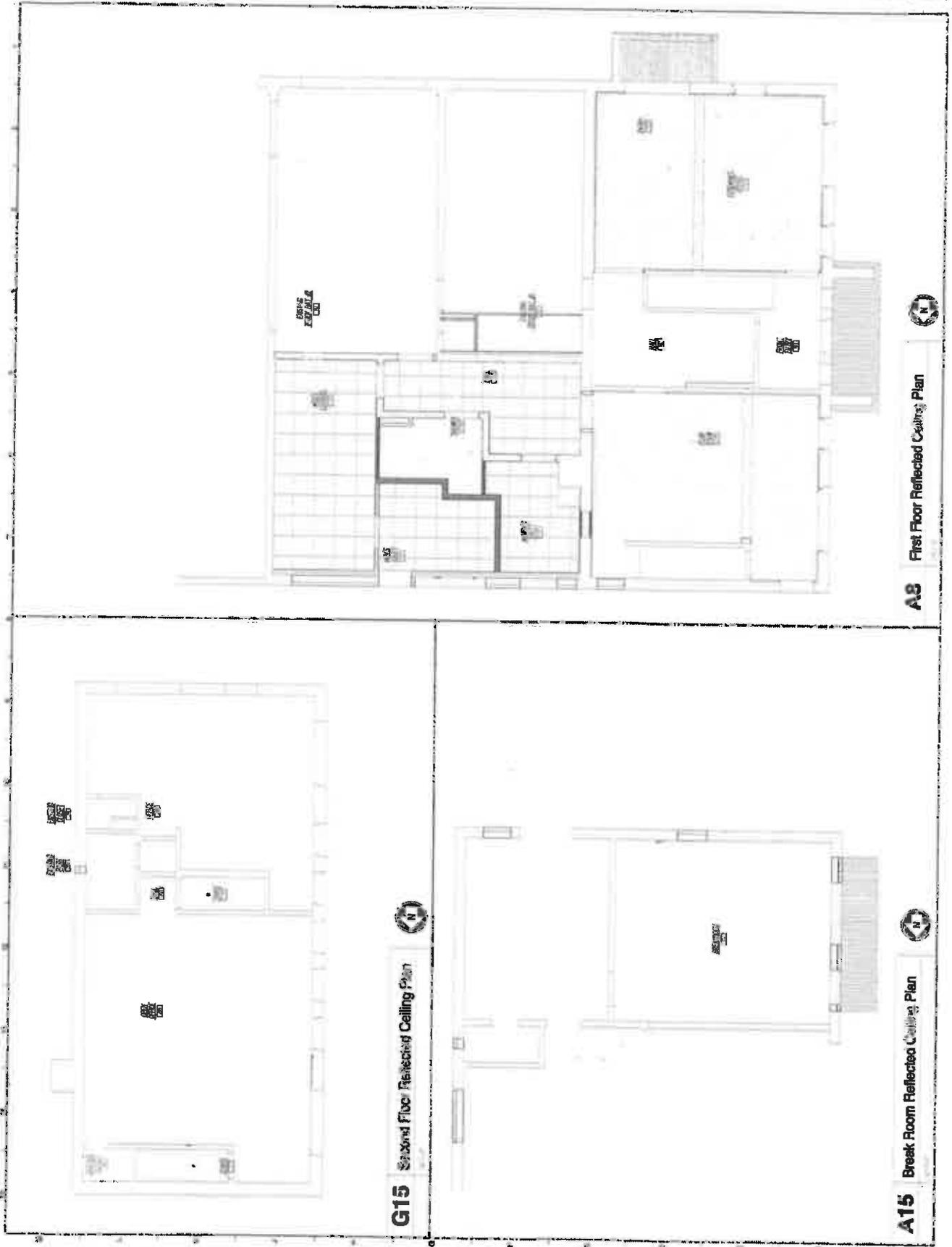
Leopardo

Village of
LaGrange Park
937 Barnsdale Road
LaGrange Park, IL
60526

Public Works Building
Renovation

First Floor
Reflected Ceiling
Plans

A2.4





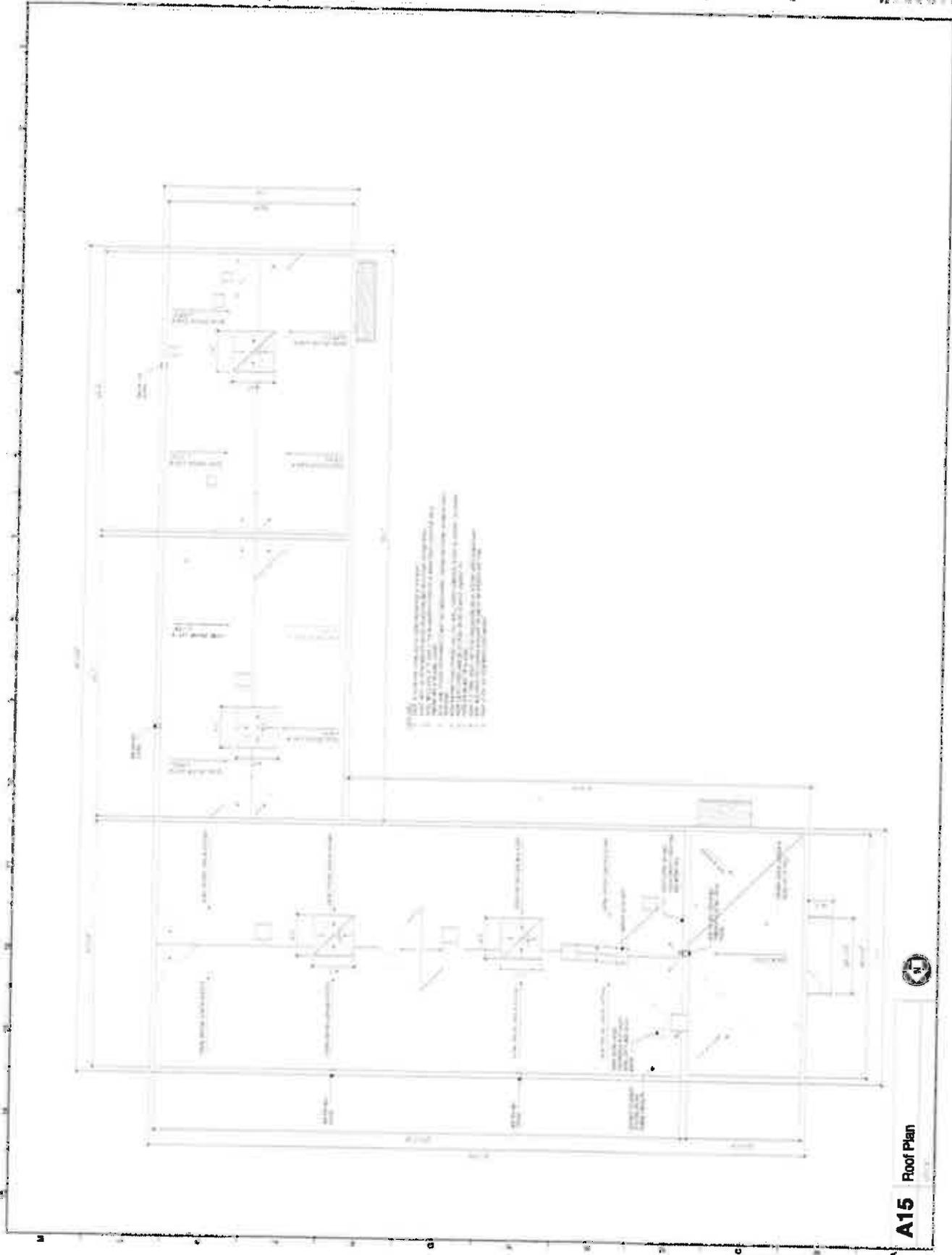
Leopardo

Village of
LaGrange Park
937 Barnsdale Road
LaGrange Park, IL
60526

Public Works Building
Renovation

Roof Plan

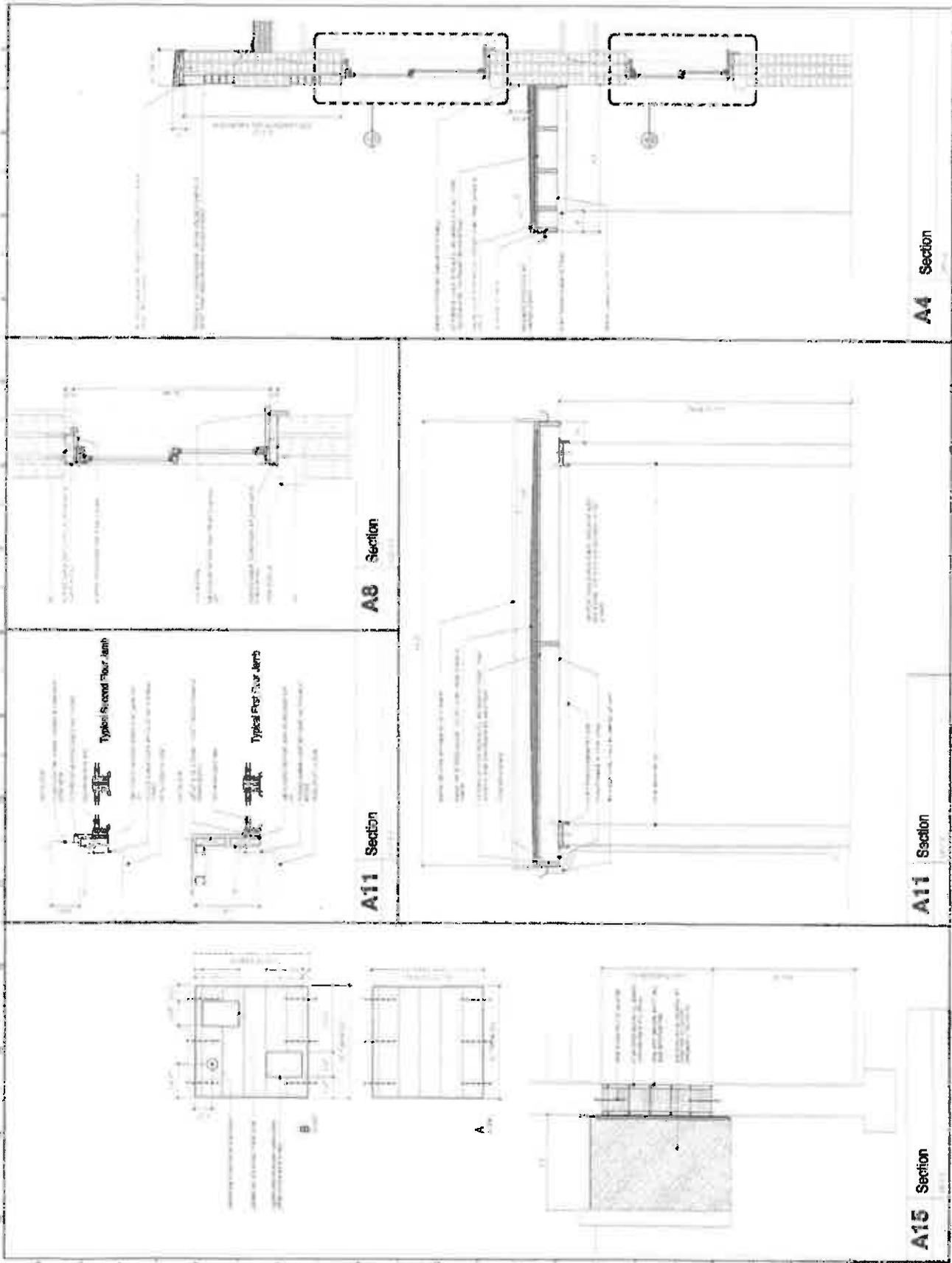
A2.5



1. ALL ROOFING SHALL BE PERFORMED BY A LICENSED ROOFER.
 2. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 3. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT REQUIREMENTS.
 4. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA) STANDARDS.
 5. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE INTERNATIONAL ASSOCIATION OF DRAINAGE CONTRACTORS (IADC) STANDARDS.

A15 Roof Plan





A4 Section

A8 Section

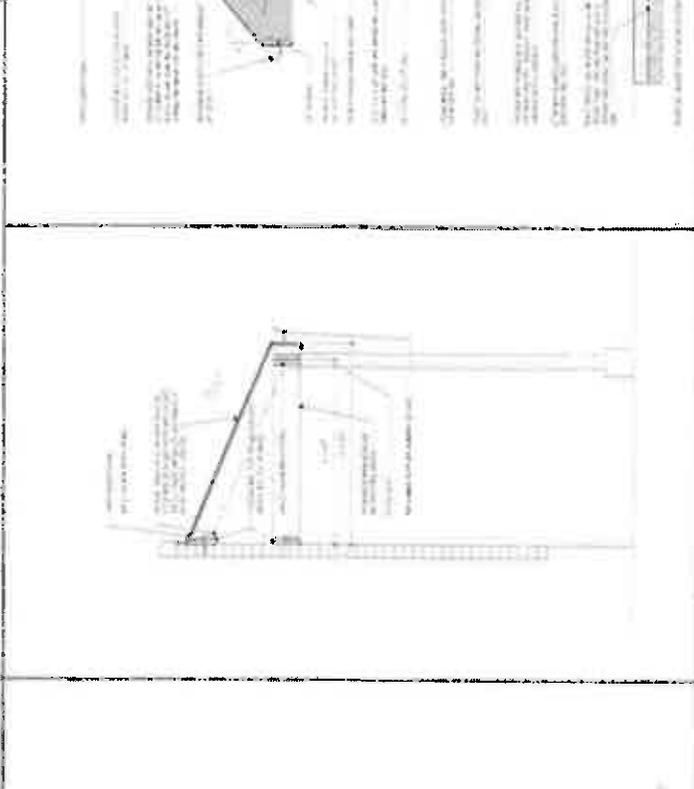
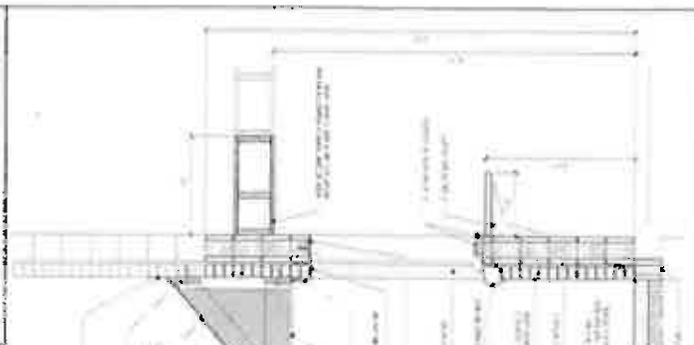
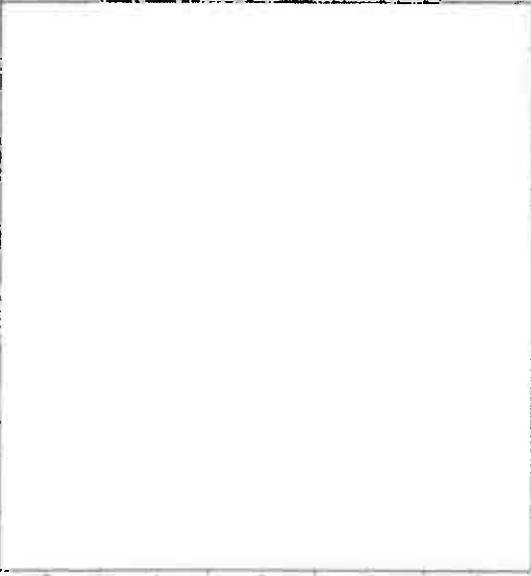
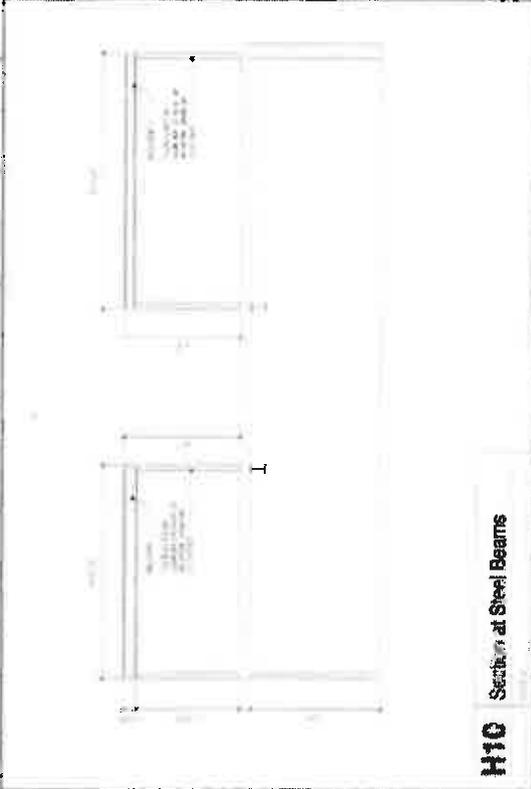
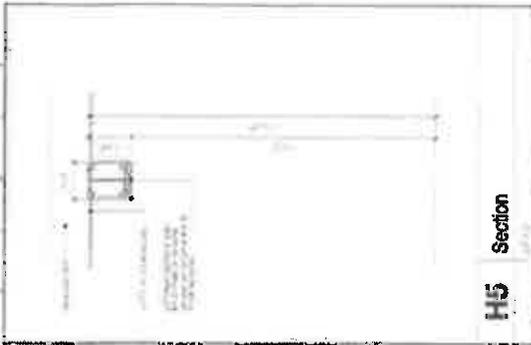
A11 Section

A11 Section

A15 Section



Leopardo



Village of
LaGrange Park
937 Barnsdale Road
LaGrange Park, IL
60526

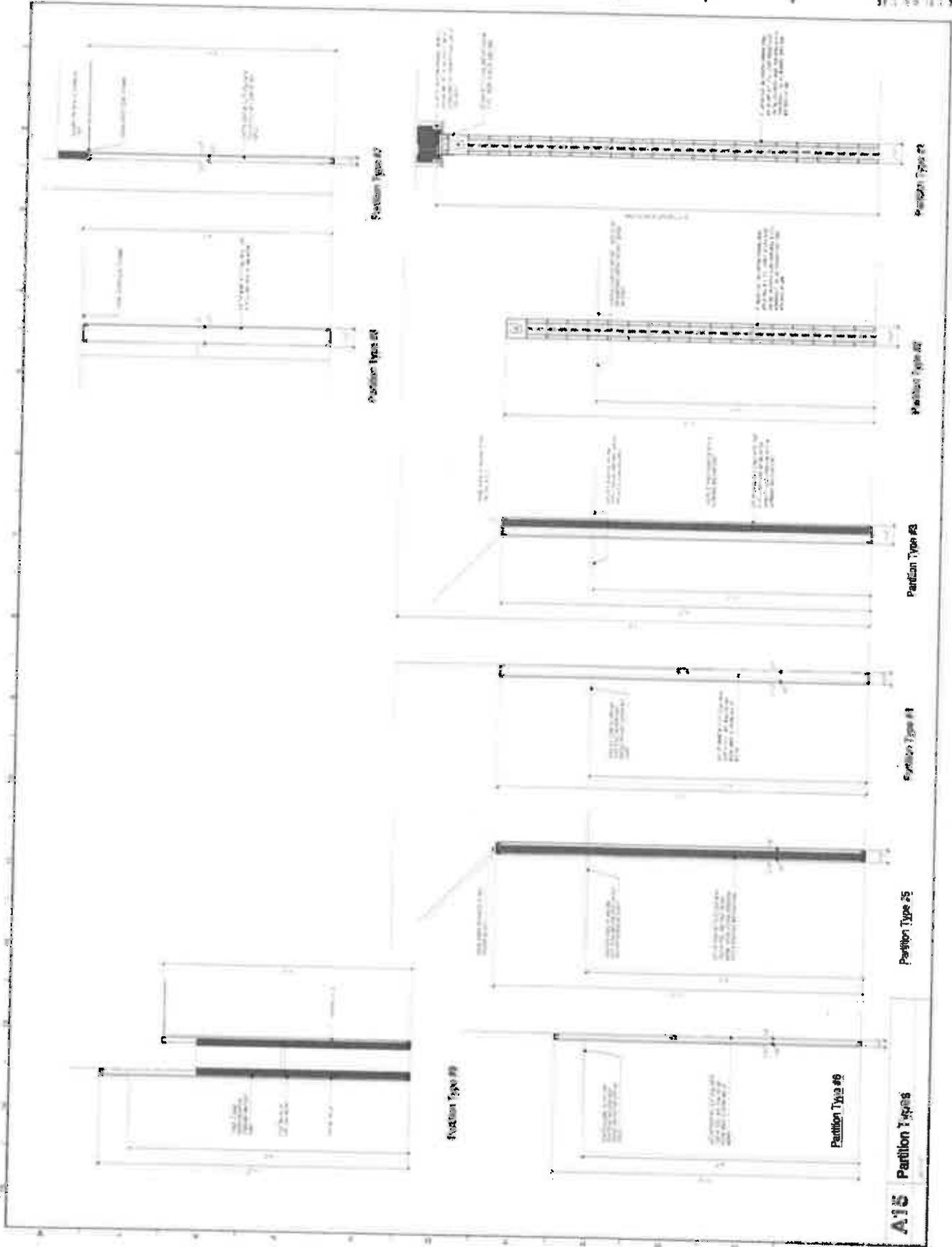
Public Works Building
Renovation

Building
Sections

A4.1



Leopardo

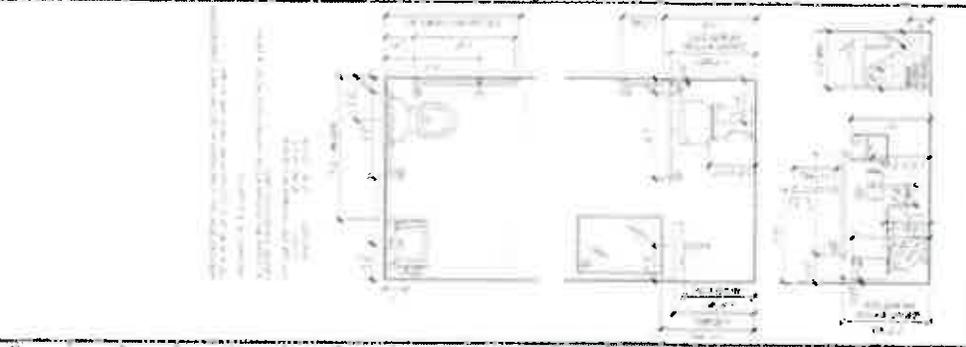
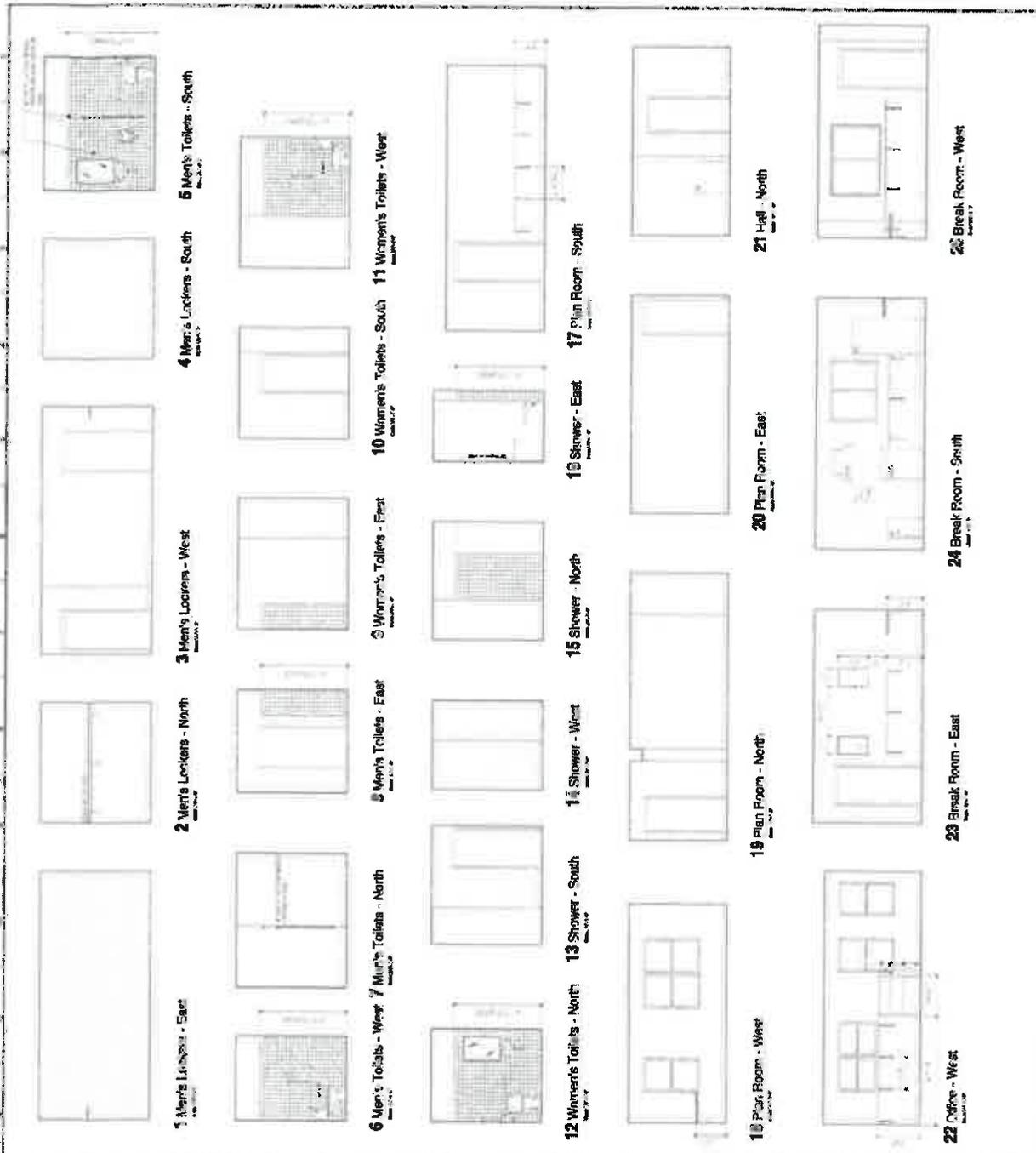


Village of
 LaGrange Park
 937 Barrsdale Road
 LaGrange Park, IL
 60528

Public Works Building
 Renovation

Partition Types
 Sections

A15



A12 Interior Elevations

A15 HC Accessories

Items of Interest

VILLAGE OF LA GRANGE PARK
La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

67th Annual Pet Parade
LaGrange – corner of Cossett

Saturday, June 1st
Line Up 8:30 am

IML 2013 Newly Elected Officials Workshop
Oak Brook City Hall

Saturday, June 22nd
10 am – 1 pm

2013 MEETINGS REMINDER

June 11, 2013	Work Session Meeting	7:30 p.m.	Village Hall
June 25, 2013	Village Board Meeting	7:30 p.m.	Village Hall
July 9, 2013	Work Session Meeting	7:30 p.m.	Village Hall
July 23, 2013	Village Board Meeting	7:30 p.m.	Village Hall
August 13, 2013	Work Session Meeting	7:30 p.m.	Village Hall
August 27, 2013	Village Board Meeting	7:30 p.m.	Village Hall
September 10 2013	Work Session Meeting	7:30 p.m.	Village Hall
September 24, 2013	Village Board Meeting	7:30 p.m.	Village Hall
October 8, 2013	Work Session Meeting	7:30 p.m.	Village Hall
October 22, 2013	Village Board Meeting	7:30 p.m.	Village Hall
November 12, 2013	Work Session Meeting	7:30 p.m.	Village Hall
November 26, 2013	Village Board Meeting	7:30 p.m.	Village Hall
December 10, 2013	Work Session Meeting	7:30 p.m.	Village Hall