

# **NOTICE OF WORKSHOP MEETING**

**Wednesday, September 13, 2023**

**Workshop Meeting**

**6:00 pm**

Park District of Highland Park  
Board of Park Commissioners  
636 Ridge Road, Highland Park, IL 60035  
No Live Stream

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## **WORKSHOP MEETING AGENDA**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **ADDITIONS TO THE AGENDA**
- IV. **PUBLIC COMMENT FOR ITEMS ON AGENDA**
- V. **CAPITAL PURCHASES AND CONSTRUCTION PROJECT UPDATES**
- VI. **REVIEW AIA DOCUMENT A133-2019 STANDARD FORM OF AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW COMMUNITY CENTER AT WEST RIDGE PARK**
- VII. **REVIEW OF VOUCHERS**
- VIII. **OTHER BUSINESS**
- IX. **OPEN TO PUBLIC TO ADDRESS THE BOARD**
- X. **CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT:** Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body; Section 2(c)2: Collective negotiating matters between the public body and its employees or their representatives, or deliberation concerning salary schedules for one or more classes of employees; Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6 – the setting of a price for sale or lease of property owned by the District; Section 2(c)8 – security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 – the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 - for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.
- XI. **ACTION FROM CLOSED SESSION IF ANY**
- XII. **ADJOURNMENT**

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Brian Romes, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



# Memorandum

**To:** Park Board of Commissioners

**From:** Dan Voss, Director of Parks; Amalia Schwartz, Planning and Projects Manager; Ben Kutscheid, Projects Manager; Jeff Smith, Director of Planning, Projects, and IT; Brian Romes, Executive Director

**Date:** September 13, 2023

**Subject:** **Capital Purchase and Construction Project Updates**

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## **Summary**

Staff will provide updates for the following capital purchases and construction projects:

- Capital Vehicle Purchase
- Sunset Woods Park OSLAD grant project
- Larry Fink Memorial Park Baseball Field Improvements project
- Hidden Creek AquaPark Deck Replacement and Shade Structures project
- Park Avenue North Beach project
- Centennial Ice Arena Facility, Locker Rooms, and Site Renovations
- Recreation Center of Highland Park Dehumidification Replacement project
- New Community Center at West Ridge Park



# Memorandum

**To:** Park Board of Commissioners

**From:** Amalia Schwartz, Planning Manager; Jeff Smith, Director of Planning, Projects, and IT; Brian Romes, Executive Director

**Date:** September 13, 2023

**Subject:** **Review AIA Document A133 – 2019 standard form of Agreement for construction management services for the New Community Center at West Ridge Park**

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## **Background**

At the Park Board Workshop Meeting on May 10, 2023, Architectural firm Holabird and Root presented the results of a preliminary planning phase reconciled with the market study conducted by BerryDunn for the West Ridge Center Building and Park Project. At that meeting, the Park Board of Commissioners directed staff to begin negotiating terms to develop a project team, based on the report presented to construct a new building at West Ridge Park. The proposed team includes design professionals led by Holabird and Root and a construction manager (CM). The Park Board of Commissioners approved a contract with Holabird and Root for Design Services on July 26, 2023.

The Park District received two proposals for CM services: one from Gilbane and one from WB Olson. Both proposals cover services from pre-construction through project close out. Staff evaluated the firms' cost proposals as well as related experience with Parks and Recreation projects. Staff shared the proposals and evaluation for selection with the Finance Committee on August 15, 2023. To evaluate the cost for CM services staff assessed the financial impact of the CM proposal fees to the larger project budget and compared CM fees from other similar projects completed by the Park District of Highland Park, as well as surrounding communities. W.B. Olson's proposal fits within the project budget, the WBO team has extensive experience with local Park Districts on projects of similar scope and has worked with the Park District of Highland Park on several projects including the clubhouse at Sunset Valley Golf Club, the Recreation Center of Highland Park, and Rosewood Beach.

Staff will provide a progress update.

**Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the Twenty Eighth day of August in the year Two Thousand Twenty-Three  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035

and the Construction Manager:  
*(Name, legal status, address, and other information)*

W.B. Olson, Inc.  
3235 Arnold Lane  
Northbrook, IL 60062

for the following Project:  
*(Name, location, and detailed description)*

New Community Center at West Ridge Park  
636 Ridge Road  
Highland Park, IL 60035

The Architect:  
*(Name, legal status, address, and other information)*

Holabird & Root  
140 S. Dearborn Street, Suite 500  
Chicago, IL 60605

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

May 10, 2023 presentations to the Park Board (Exhibit B1 & B2). commonly termed as the "Master Plan".

- New community center building (approximately 28,476 SF)
- Site and parking areas, grass baseball field and lights, grass event lawn, paths, landscaping, Safety Village, community gardens and playground
- Demolition of the existing West Ridge Center building and associated site work
- Building and site areas associated with the Park District's application for PARC grant funding (approximately 6,250 SF)

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
(Provide total and, if known, a line item breakdown.)

New Building hard cost at \$400 PSF is approximately \$11,390,691  
Existing building demolition hard cost is approximately \$519,384  
PARC Grant additional building area hard cost at \$400 PSF (if awarded) is approximately \$2,800,000  
Construction Managers General Conditions, Overhead, Fees and Profit range is approximately \$1,150,925 - \$1,350,000  
Owner furnished AV, IT and FFE is approximately \$670,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design and documentation Fall 2023 - Summer 2024  
Permitting & Bidding Summer - Fall 2024

.2 Construction commencement date:

Fall 2024 - Winter 2024/2025

.3 Substantial Completion date or dates:

Fall 2025 - Winter 2025/2026

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

«N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Amalia Schwartz  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60039

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

Eric Risinger  
Holabird & Root  
140 S. Dearborn Street, Suite 500  
Chicago, IL 60605

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: TBD

.2 Civil Engineer:

By Architect

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.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

Eric Risinger  
Holabird & Root  
140 S. Dearborn Street, Suite 500  
Chicago, IL 60605

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Mike Shydrowski  
W.B. Olson, Inc.  
3235 Arnold Lane  
Northbrook, IL 60062

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

Init.

All subcontracted work to be publicly bid

**§ 1.1.15** Other Initial Information on which this Agreement is based:

W.B. Olson Proposal Letter dated June 7, 2023 "Exhibit 'A'"

**§ 1.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversight and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding requirements to perform the portions of the Work. The Construction Manager shall at all times act in the interests of the Owner and shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

**ARTICLE 2 GENERAL PROVISIONS**

**§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (WB Olson proposal letter dated June 7, 2023 attached Exhibit 'A', General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

**§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.



§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

### **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### **§ 3.1 Preconstruction Phase**

##### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### **§ 3.1.3 Consultation**

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling, Digital Data Exhibit or other agreed upon method, to establish the protocols for the development, use, transmission, and exchange of digital data.

##### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

##### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into

consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### **§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 3.1.12.1 Construction Manager Role: Bidding**

The Construction Manager shall function as a general contractor as it relates to the construction services required herein and shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Owner shall not be a party to such

agreements except as an intended third-party beneficiary of those subcontracts. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of the Illinois Park Code.

### **§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### **§ 3.1.13.1 Prevailing Wage Act**

The Construction Manager at Risk shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to the Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls to the Owner at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Any increases in costs to the Construction Manager and the Subcontractors due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Construction Manager and the Subcontractors and not at the expense of the Owner. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Subcontractor shall be responsible to maintain accurate records as required by the Act and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

### **§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Virtual working design meetings as needed until schematic budget, Eight Budget Meetings, One Concept Budget Refinement (if, required), One Schematic Budget, One Design Development Budget, and eight in person meetings

### **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

Init.

- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The Guaranteed Maximum Price Proposal delivered by the Construction Manager shall be a representation by the Construction Manager, that the Contract Documents, are sufficient to enable the Construction Manager to determine the cost of the Work including, but not limited to, Construction Manager's obligations to construct the Work for an amount not in excess of the Guaranteed Maximum Price on or before the date(s) of Completion established in the Agreement. The Construction Manager further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Construction Manager specifically represents and warrants to Owner that prior to the submission of its Guaranteed Maximum Price it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. The Guaranteed Maximum Price is not intended to include any changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment from that shown or reasonably inferable from the information stated in the design documents upon which the Guaranteed Maximum Price was based, subject to the qualifications and assumptions to that Guaranteed Maximum Price, all of which, if required, would warrant an adjustment to the Guaranteed Maximum Price by Change Order.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost other than the cost of bidding the Project, to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

*(Paragraph deleted)*

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$19,000.00 Lump Sum

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Init.

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User Notes:

(1747940942)

See attached Exhibit 'B' W.B. Olson, Inc. Personnel Billing Rates

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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

*(Insert rate of monthly or annual interest agreed upon.)*

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

**§ 6.1.2 The Construction Manager's Fee:**

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

2.5% of the cost of work. Fee will be fixed at the establishment of the GMP of the cost of the work. The fee is not subject to reduction should the final cost be less than the GMP.

In the event that the Owner does not move forward with the project, or does not award the project after bidding, the Owner agrees to reimburse Construction Manager for time and materials spent on the project to date for a maximum of \$40,000.00. Time and materials shall be charged at the listed hourly rates per Personal Billing Rates dated 6/1/24 Exhibit 'B'. If the maximum has been reached, Construction Manager will alert the Owner. Any additional payments beyond the maximum are subject to written approval by the Owner.

*(Paragraphs deleted)*

§ 6.1.3.1 Construction Alternates- Alternates that are priced during the bidding phased are subjected to the following method of adjustment:

	<b>General Conditions</b>	<b>Fee</b>	<b>CGL</b>
Additive Changes:	0%	2.5%	1.0%

Alternates must be selected and implemented prior to having any impact on the schedule or original general conditions costs.

**§ 6.1.3.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:**

<b>General Conditions</b>	<b>Fee</b>	<b>CGL</b>
---------------------------	------------	------------

Additive Changes:	5%	4%	1.0%
Deductive Changes:	(0)	(0)	(1.0%)
»			

The formula for calculating such adjustment shall be as follows;

Direct Costs x 5% General Conditions = Subtotal x 4% Fee = Sub Total x 1.0% CGL = Total

»

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Additive change 15% overhead & profit on labor and material, 5% profit on subcontractors

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

«N/A »

§ 6.1.7 Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«N/A »

## § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.1 Construction manager's contingency will be no greater than 5% and agreed upon at the time of the Guaranteed Maximum Price Amendment. Savings will be returned 100% to Owner (Savings will not be subject to CGL credits that apply to deductive change orders). Savings equal total adjusted GMP less total cost and are calculated at the conclusion of the project.

Construction Manager shall maintain a "Construction Manager's Contingency Expense Log" which must contain a list and description of all items paid out of the Construction Manager's Contingency and showing movement from the Construction Manager's Contingency to other line items. Construction Manager must update and submit a copy of such Construction Manager's Contingency Expense Log and supporting documentation reasonably acceptable to Owner along with each application for payment and at any other time when reasonably requested by Owner. Any amount that would exceed the contingency requires consent of the Owner which will not be unreasonably withheld.

## § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.



§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.1.1 Bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by the Construction Manager, or paid to any subcontractor or vendor, unless the Owner provides any objections, after notification.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*  
Project Management

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Construction Manager's Insurance will be charged to the project at 1.0% of the cost of the work.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

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

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 The cost incurred to bid the project.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other customary costs incurred in the performance of the Work.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall

be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 **Intentionally deleted**
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on

the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

##### **§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

In recognition of the need for the Corporate Authorities of the Owner to approve payments at duly noticed public meetings, payments are due and payable in accordance with the Illinois Prompt Payment Act. Should a pay application not be submitted timely for review and approval prior to a scheduled meeting, the pay application, in accordance with the Prompt Payment Act, may be considered at the next meeting.

*(Paragraphs deleted)*

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Owner.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the

Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

ten percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Fee, General Liability Insurance, Jobsite Requirements and General Conditions

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

No Retention to be held on a specific trade after their work is 50% complete

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

Init.

Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the

Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

In accordance with the Illinois Local Government Prompt Payment Act

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

TBD

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*



If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

**§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

**§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

**§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

All costs including termination costs and a portion of the Construction Manager's fee equal to the percentage of work complete but not less than 50% of the fee.

If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 13.2.3 and 13.3 of this Agreement.

**§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the insurance in accordance with Supplementary Conditions - Exhibit C.

*(Table deleted)*

*(Paragraphs deleted)*

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner and Architect will be named as additional insureds.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in attached Exhibit C.

*(Paragraph deleted)*

#### § 14.3.2.1 Intentionally Deleted

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or other agreed upon method if completed.

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

### § 14.5 Other provisions:

§ 14.5.1 Anything hereinabove to the contrary notwithstanding (as referred to via proposal letter dated 7/7/23 Exhibit 'A') in addition to the basic percentage compensation specified above (intended to cover Construction Manager's profit, general overhead, and main office costs), the Construction Manger shall receive a General Conditions allowance of \$656,528 (based upon 14 months), subject to adjustment by change order, if any, of the Park District, to cover reasonable site-specific costs and services including, miscellaneous jobsite requirements trailer/office, site personnel, phone, site communications and etc., not otherwise required by trade contracts unless the actual amount expended for all the foregoing items is less, in which event the lesser, actual amount shall be remitted. The General Conditions cost is inclusive of a 10% overhead mark-up which will be charged against all General Conditions costs. Labor will be charged against said General Conditions per the schedule Personnel Billing Rates dated 6/1/23 Exhibit B.

§ 14.5.2 The Owner will have the Construction Manager named as an loss payee under the Owner's Builder Risk Insurance policy applicable to the Project.

§ 14.5.3 Owner will provide all attorneys' services recommended by Construction Manager to enforce terms and conditions of the contracts, bonds, or performance of Contractors.

§ 14.5.4 Payment and performance bond is not required for the Construction Manager. Contractors over \$30,000

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shall be required to provide payment and performance bonds.

§ 14.5.5 Parties agree that in the event of a conflict between the provisions of article 14.5 and the balance of the contract documents the terms and provisions of article 14.5 shall prevail in each such case of conflict.

§ 14.5.6 All Contracts for construction or material supply above \$30,000.00 shall be obtained by Public bidding and shall be subject to prior written approval of the owner. Owner shall promptly advise Construction Manager, in writing, of its approval or disapproval (with reasons therefore) of the contract or purchase order to be awarded. The Owner hereby authorizes the Construction Manager to enter into, conduct and administer, all contracts required for the construction of the project.

§ 14.5.7 The Owner and Architect shall be named as an additional insured on the Construction Manager CGL insurance policy. CGL Insurance will be charged to the project at 1.0% of the cost of the work. The Owner will have the Construction Manager named as an additional insured under the Owner's Builders Risk insurance policy applicable to the project.

§ 14.5.8 To the extent applicable, the Construction Manager will comply with the most current Illinois Prevailing Wage Act, the Corrupt Practices Act, Public Contractor's Act, Construction Bond Act and Park Code.

§ 14.5.9 Construction Manager will include contract language in Contractor Contracts to require compliance with the or Prevailing Wage Act and other applicable Illinois statutes regarding public work.

§ 14.5.10 All requirements involving compliance with Illinois Statutes regarding public works, bidding and the like shall be carried out in the consultation with Park District's staff and attorney.

§ 14.5.11 Construction manager will indemnify and hold harmless Owner its, officers, commissioners, and employees from and against all claims, demands, actions, injury and loss asserted against the Owner and arising out of Construction Manager's negligent acts or omissions in performance of this contract including, without limitation, reasonable attorney's fees.

§ 14.5.12 Construction Contingency. A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Managers use to complete the project as shown on the Contract Documents and as necessary to complete the Project on time. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited to refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager, labor and material overruns, and additional General Conditions costs. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

§ 14.5.13 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be free from defective workmanship and materials, and the Construction Manager agrees to assist the Owner to have subcontractors correct all construction performed under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom.

§ 14.5.14 The Construction Manager is signatory to certain collective bargaining agreements with trade unions, bidders will be required to perform work within the scope and jurisdiction of those collective bargaining agreements with workers who are members of those unions.

§ 14.5.15 Bidders will be required to meet experience qualifications as determined by Construction Manager and Owner.

§ 14.5.16 In the event of an infectious disease outbreak or pandemic or other public health emergencies that result in quarantine or other government orders that prohibit or interfere with the Construction Manager's ability to perform the

Services as set forth in this Agreement, any governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, or any other cause beyond Owner's control changes Owner's schedule for the Project or delays completion of the Project, the time for completion of Construction Manager's work shall be extended by the period of resulting delay and Owner and Construction Manager will mutually agree to an equitable adjustment of Construction Manager's fee, General Conditions, and associated costs if and as appropriate given the stage of the Project. Construction Manager agrees that Owner shall not be responsible for any of Construction Manager's consequential damages or any claims for consequential damages from subcontractors, nor shall Owner be deemed in default of this Agreement due to such delays.

§ 14.5.17 The Construction Manager will be allowed to bid the General Trades Package utilizing its own forces. The Construction Manager will be afforded the same rights and held to the same responsibilities as other bidders. The General Trades Package could include general carpentry, doors, frames, and hardware, and miscellaneous accessories such as toilets accessories, fire extinguishers and cabinets, etc.8

§ 14.5.18 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 14.5.19 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 14.5.20 Step Negotiations. Prior to dispute resolution provision in Article 12 parties will negotiate disputes pursuant to this provision. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows: Either party may give the other party written notice of any dispute not resolved in the normal course of business. Senior management from W.B. Olson, Inc. and Owner and any other representatives the Parties may elect to include shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral for the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal Rules of Evidence and applicable state Rules of Evidence.

§ 14.5.21 Continued Performance of the Work. In the event of any dispute, Construction Manager shall continue to perform the Work and maintain it progress pending final determination of the dispute, provided that the Owner continues to make payments for all work properly performed.

§ 14.5.22 Attendance at Public Meetings: The fees and cost provided for in this Agreement include compensation for Construction Manager's attendance at three (3) public meetings as such term is hereafter defined. If the Construction Manager attends more than (3) public meetings, then it shall be entitled to be compensated for such attendance, including travel time, at its rates set forth herein. For purposes of this Paragraph, the term "public meeting" shall mean and refer to an evening meeting of any board or commission of Owner. Attendance by the Construction Manager at any meeting before any board of commission of the Owner held during regular business hours (i.e. between 7:00a.m. and 5:00p.m.) on any regular business day shall not constitute attendance at a public meeting.

## ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ 14.5.17 The Construction Manager will be allowed to bid the General Trades Package utilizing its own forces. The Construction Manager will be afforded the same rights and held to the same responsibilities as other bidders. The General Trades Package could include general carpentry, doors, frames, and hardware, and miscellaneous accessories such as toilets accessories, fire extinguishers and cabinets, etc.8

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- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Other Exhibits:  
(Check all boxes that apply.)
  - A. W.B. Olson, Inc. Proposal Letter dated 7/7/23
  - B. W.B. Olson, Inc. Personnel Billing Rates 6/11/24
  - B1 May 10, 2023 Presentation to the Park Board
  - B2 May 10, 2023 Presentation to the Park Board for PARC Grant

- C. Supplementary Conditions dated 11/28/22
- D. W.B. Olson, Inc. General Conditions dated 7/7/23

**.7 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**§ 15.7.1** The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered. Notwithstanding Construction Manager is not an Architect and is not responsible for the Design meeting laws.

**§ 15.7.2** Whenever a reasonable request by an outside party, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

**§ 15.7.3** Construction Manager shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

**§ 15.7.4** Construction Manager shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

**§ 15.7.5** At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

**§ 15.7.6** Construction Manager understands, represents and warrants to the Owner that the Construction Manager and its Subcontractors (for which the Construction Manager shall require by Contract that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 13 and that they will remain in compliance for the entirety of the Work.

**§ 15.7.7** Construction Manager agrees to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Construction Manager shall produce, at a reasonable cost to the Owner, which the Owner will charge the requestor, records not in the Owner's possession which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Construction Manager's failure to produce documents or otherwise appropriately respond to a request under the Act, then Construction Manager shall indemnify and hold the Owner harmless, and pay an amount determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**§ 15.7.8 Substance Abuse Prevention**

The Construction Manager shall comply with and require all Subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act") by:

The term "Contractor" as used in the AIA Document A201-2017 as incorporated in the A133 shall mean the Construction Manager as identified in this Contract, unless otherwise specifically indicated, and references to "Subcontractors" shall, as appropriate, include all prime contractors and subcontractors. For convenience, these Supplementary Conditions use the term Construction Manager

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

David L. Olson, Co. CEO

(Printed name and title)



# **Additions and Deletions Report for** **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:14:20 CT on 09/01/2023.

## **PAGE 1**

**AGREEMENT** made as of the Twenty Eighth day of August in the year Two Thousand Twenty-Three

...

Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035

...

W.B. Olson, Inc.  
3235 Arnold Lane  
Northbrook, IL 60062

...

New Community Center at West Ridge Park  
636 Ridge Road  
Highland Park, IL 60035

...

Holabird & Root  
140 S. Dearborn Street, Suite 500  
Chicago, IL 60605

## **PAGE 2**

New Community Center at West Ridge Park

...

New Community Center at West Ridge Park, 636 Ridge Road, Highland Park, IL 60035

...

New Building hard cost at \$400 PSF is approximately \$11,390,691  
Existing building demolition hard cost is approximately \$519,384  
PARC Grant additional building area hard cost at \$400 PSF (if awarded) is approximately \$2,800,000  
Construction Managers General Conditions, Overhead, Fees and Profit range is approximately \$1,150,925 - \$1,350,000  
Owner furnished AV, IT and FFE is approximately \$670,000

## **PAGE 3**

Programming & Schematic Design 8/1/23-12/31/23  
Design Development 1/1/24-4/30/24  
Construction Documents 5/1/24-7/31/24

...

Bidding & Negotiations 8/1/24-10/31/24  
Construction 11/1/24-4/30/26

...

4/30/26

...

Zoning/Permit Prelim Conferences 10/1/23  
FF&E Bid Package 4/15/24

...

TBD

...

N/A

...

N/A

...

Amalia Schwartz  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60039  
**PAGE 4**

Eric Risinger  
Holabird & Root  
140 S. Dearborn Street, Suite 500  
Chicago, IL 60605

...

.1 Geotechnical Engineer: TBD

...

By Architect

==

...

TBD

...

Eric Risinger  
Holabird & Root  
140 S. Dearborn Street, Suite 500  
Chicago, IL 60605

...

Mike Shydrowski  
W.B. Olson, Inc.  
3235 Arnold Lane  
Northbrook, IL 60062

...

None  
**PAGE 5**

All subcontracted work to be publicly bid

...

W.B. Olson Proposal Letter dated June 7, 2023 "Exhibit 'A'"

**§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.**  
**Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversight and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding requirements to perform the portions of the Work. The Construction Manager shall at all times act in the interests of the Owner and shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

...

The Contract Documents consist of this Agreement, Conditions of the Contract (~~General, (WB Olson proposal letter dated June 7, 2023 attached Exhibit 'A',~~ General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and

furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.  
**PAGE 6**

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, Modeling, Digital Data Exhibit or other agreed upon method, to establish the protocols for the development, use, transmission, and exchange of digital data.  
**PAGE 7**

**§ 3.1.12.1 Construction Manager Role: Bidding**

The Construction Manager shall function as a general contractor as it relates to the construction services required herein and shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Owner shall not be a party to such agreements except as an intended third-party beneficiary of those subcontracts. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of the Illinois Park Code.

**PAGE 8**

**§ 3.1.13.1 Prevailing Wage Act**

The Construction Manager at Risk shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to the Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls to the Owner at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Any increases in costs to the Construction Manager and the Subcontractors due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Construction Manager and the Subcontractors and not at the expense of the Owner. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Subcontractor shall be responsible to maintain accurate records as required by the Act and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

...

Virtual working design meetings as needed until schematic budget, Eight Budget Meetings, One Concept Budget Refinement (if, required), One Schematic Budget, One Design Development Budget, and eight in person meetings  
**PAGE 9**

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The Guaranteed Maximum Price Proposal delivered by the Construction Manager shall be a representation by the Construction Manager, that the Contract Documents, are sufficient to enable the Construction Manager to determine the cost of the Work including, but not limited to,

Construction Manager's obligations to construct the Work for an amount not in excess of the Guaranteed Maximum Price on or before the date(s) of Completion established in the Agreement. The Construction Manager further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Construction Manager specifically represents and warrants to Owner that prior to the submission of its Guaranteed Maximum Price it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. The Guaranteed Maximum Price is not intended to include any changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment from that shown or reasonably inferable from the information stated in the design documents upon which the Guaranteed Maximum Price was based, subject to the qualifications and assumptions to that Guaranteed Maximum Price, all of which, if required, would warrant an adjustment to the Guaranteed Maximum Price by Change Order.

...

§ 3.2.7 The Construction Manager shall not incur any cost other than the cost of bidding the Project, to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

PAGE 10

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

PAGE 11

\$19,000.00 Lump Sum

PAGE 12

See attached Exhibit 'B' W.B. Olson, Inc. Personnel Billing Rates

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

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

—%

...

2.5% of the cost of work. Fee will be fixed at the establishment of the GMP of the cost of the work. The fee is not subject to reduction should the final cost be less than the GMP.

In the event that the Owner does not move forward with the project, or does not award the project after bidding, the Owner agrees to reimburse Construction Manager for time and materials spent on the project to date for a maximum of \$40,000.00. Time and materials shall be charged at the listed hourly rates per Personal Billing Rates dated 6/1/24 Exhibit 'B'. If the maximum has been reached, Construction Manager will alert the Owner. Any additional payments beyond the maximum are subject to written approval by the Owner.

**§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:**

**§ 6.1.3.1 Construction Alternates-** Alternates that are priced during the bidding phased are subjected to the following method of adjustment:

	General Conditions	Fee	CGL
Additive Changes:	0%	2.5%	1.0%

Alternates must be selected and implemented prior to having any impact on the schedule or original general conditions costs.

**§ 6.1.3.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:**

	General Conditions	Fee	CGL
Additive Changes:	5%	4%	1.0%
Deductive Changes:	(0)	(0)	(1.0%)

The formula for calculating such adjustment shall be as follows:

Direct Costs x 5% General Conditions = Subtotal x 4% Fee = Sub Total x 1.0% CGL = Total

Additive change 15% overhead & profit on labor and material, 5% profit on subcontractors

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( ~~100%~~ ) of the standard rental rate paid at the place of the Project.

**PAGE 13**

N/A

...

N/A

...

**§ 6.2.1** Construction manager's contingency will be no greater than 5% and will be included in the GMP. Savings will be returned 100% to Owner (Savings will not be subject to CGL credits that apply to deductive change orders). Savings equal total adjusted GMP less total cost and are calculated at the conclusion of the project.

Construction Manager shall maintain a "Construction Manager's Contingency Expense Log" which must contain a list and description of all items paid out of the Construction Manager's Contingency and showing movement from the Construction Manager's Contingency to other line items. Construction Manager must update and submit a copy of such Construction Manager's Contingency Expense Log and supporting documentation reasonably acceptable to Owner along with each application for payment and at any other time when reasonably requested by Owner

PAGE 14

§ 7.1.1.1 Bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by the Construction Manager, or paid to any subcontractor or vendor, unless the Owner provides any objections, after notification.

...

Project Management

PAGE 15

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Construction Manger's Insurance will be charged to the project at 1.0% of the cost of the work.

PAGE 16

§ 7.6.12 The cost incurred to bid the project.

§ 7.7.1 Other customary costs incurred in the performance of the Work, with the Owner's prior approval. Work.

PAGE 17

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval; Intentionally deleted

PAGE 18

In recognition of the need for the Corporate Authorities of the Owner to approve payments at duly noticed public meetings, payments are due and payable in accordance with the Illinois Prompt Payment Act. Should a pay application not be submitted timely for review and approval prior to a scheduled meeting, the pay application, in accordance with the Prompt Payment Act, may be considered at the next meeting.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

...

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect. Owner.

PAGE 19

ten percent (10%)

...

Fee, General Liability Insurance, Jobsite Requirements and General Conditions

...

No Retention to be held on a specific trade after their work is 50% complete  
**PAGE 21**

~~%—In accordance with the Illinois Local Government Prompt Payment Act~~

...

TBD

...

Litigation in a court of competent jurisdiction

**PAGE 23**

All costs including termination costs and a portion of the Construction Manager's fee equal to the percentage of work complete but not less than 50% of the fee.

If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 13.2.3 and 13.3 of this Agreement.

**PAGE 24**

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost insurance in accordance with Supplementary Conditions - Exhibit C.~~

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than —(\$ —) for each occurrence and —(\$ —) in the aggregate for bodily injury and property damage.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than —(\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than —(\$ —) each accident, —(\$ —) each employee, and —(\$ —) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage**

**Limits**



**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner and Architect will be named as additional insureds.

...

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in ~~AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents attached Exhibit C.~~

**§ 14.3.2.1** ~~The Construction Manager shall provide bonds as set forth in AIA Document A133™ 2019 Exhibit B, and elsewhere in the Contract Documents.~~

**§ 14.3.2.1 Intentionally Deleted**

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, ~~if completed, or as otherwise set forth below, or other agreed upon method if completed.~~

...

**§ 14.5.1** Anything hereinabove to the contrary notwithstanding (as referred to via proposal letter dated 7/7/23 Exhibit 'A') in addition to the basic percentage compensation specified above (intended to cover Construction Manager's profit, general overhead, and main office costs), the Construction Manger shall receive a General Conditions allowance of \$656,528 (based upon 14 months), subject to adjustment by change order, if any, of the Park District, to cover reasonable site-specific costs and services including, miscellaneous jobsite requirements trailer/office, site personnel, phone, site communications and etc., not otherwise required by trade contracts unless the actual amount expended for all the foregoing items is less, in which event the lesser, actual amount shall be remitted. The General Conditions cost is inclusive of a 10% overhead mark-up which will be charged against all General Conditions costs. Labor will be charged against said General Conditions per the schedule Personnel Billing Rates dated 6/1/23 Exhibit B.

**§ 14.5.2** The Owner will have the Construction Manager named as an loss payee under the Owner's Builder Risk Insurance policy applicable to the Project.

**§ 14.5.3** Owner will provide all attorneys' services recommended by Construction Manager to enforce terms and conditions of the contracts, bonds, or performance of Contractors.

**§ 14.5.4** Payment and performance bond is not required for the Construction Manager. Contractors over \$30,000 shall be required to provide payment and performance bonds.

**§ 14.5.5** Parties agree that in the event of a conflict between the provisions of article 14.5 and the balance of the contract documents the terms and provisions of article 14.5 shall prevail in each such case of conflict.

**§ 14.5.6** All Contracts for construction or material supply above \$30,000.00 shall be obtained by Public bidding and shall be subject to prior written approval of the owner. Owner shall promptly advise Construction Manager, in writing, of its approval or disapproval (with reasons therefore) of the contract or purchase order to be awarded. The Owner hereby authorizes the Construction Manager to enter into, conduct and administer, all contracts required for the construction of the project.

§ 14.5.7 The Owner and Architect shall be named as an additional insured on the Construction Manager CGL insurance policy. CGL Insurance will be charged to the project at 1.0% of the cost of the work. The Owner will have the Construction Manager named as an additional insured under the Owner's Builders Risk insurance policy applicable to the project.

§ 14.5.8 To the extent applicable, the Construction Manager will comply with the most current Illinois Prevailing Wage Act, the Corrupt Practices Act, Public Contractor's Act, Construction Bond Act and Park Code.

§ 14.5.9 Construction Manager will include contract language in Contractor Contracts to require compliance with the or Prevailing Wage Act and other applicable Illinois statutes regarding public work.

§ 14.5.10 All requirements involving compliance with Illinois Statutes regarding public works, bidding and the like shall be carried out in the consultation with Park District's staff and attorney.

§ 14.5.11 Construction manager will indemnify and hold harmless Owner its, officers, commissioners, and employes from and against all claims, demands, actions, injury and loss asserted against the Owner and arising out of Construction Manager's negligent acts or omissions in performance of this contract including, without limitation, reasonable attorney's fees.

§ 14.5.12 Construction Contingency. A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Managers use to complete the project as shown on the Contract Documents and as necessary to complete the Project on time. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited to refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager, labor and material overruns, and additional General Conditions costs. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

§ 14.5.13 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be free from defective workmanship and materials, and the Construction Manager agrees to assist the Owner to have subcontractors correct all construction performed under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom.

§ 14.5.14 The Construction Manager is signatory to certain collective bargaining agreements with trade unions, bidders will be required to perform work within the scope and jurisdiction of those collective bargaining agreements with workers who are members of those unions.

§ 14.5.15 Bidders will be required to meet experience qualifications as determined by Construction Manager and Owner.

§ 14.5.16 In the event of an infectious disease outbreak or pandemic or other public health emergencies that result in quarantine or other government orders that prohibit or interfere with the Construction Manager's ability to perform the Services as set forth in this Agreement, any governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, or any other cause beyond Owner's control changes Owner's schedule for the Project or delays completion of the Project, the time for completion of Construction Manager's work shall be extended by the period of resulting delay and Owner and Construction Manager will mutually agree to an equitable adjustment of Construction Manager's fee, General Conditions, and associated costs if and as appropriate given the stage of the Project. Construction Manager agrees that Owner shall not be responsible for any of Construction Manager's consequential damages or any claims for consequential damages from subcontractors, nor shall Owner be deemed in default of this Agreement due to such delays.

§ 14.5.17 The Construction Manager will be allowed to bid the General Trades Package utilizing its own forces. The Construction Manager will be afforded the same rights and held to the same responsibilities as other bidders. The

General Trades Package could include general carpentry, doors, frames, and hardware, and miscellaneous accessories such as toilets accessories, fire extinguishers and cabinets, etc.8

§ 14.5.18 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 14.5.19 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.,) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.,), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 14.5.20 Step Negotiations. Prior to dispute resolution provision in Article12 parties will negotiate disputes pursuant to this provision. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows: Either party may give the other party written notice of any dispute not resolved in the normal course of business. Senior management from W.B. Olson, Inc. and Owner and any other representatives the Parties may elect to include shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral for the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal Rules of Evidence and applicable state Rules of Evidence.

§ 14.5.21 Continued Performance of the Work. In the event of any dispute, Construction Manager shall continue to perform the Work and maintain it progress pending final determination of the dispute, provided that the Owner continues to make payments for all work properly performed.

§ 14.5.22 Attendance at Public Meetings: The fees and cost provided for in this Agreement include compensation for Construction Manager's attendance at three (3) public meetings as such term is hereafter defined. If the Construction Manager attends more than (3) public meetings, then it shall be entitled to be compensated for such attendance, including travel time, at its rates set forth herein. For purposes of this Paragraph, the term "public meeting" shall mean and refer to an evening meeting of any board or commission of Owner. Attendance by the Construction Manager at any meeting before any board of commission of the Owner held during regular business hours (i.e. between 7:00a.m. and 5:00p.m.) on any regular business day shall not constitute attendance at a public meeting.

PAGE 27

- .3 AIA Document A133™ 2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™ 2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .6 .4 Other Exhibits:

...

[ ] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below: A. W.B. Olson, Inc. Proposal Letter dated 7/7/23

*(Insert the date of the E234-2019 incorporated into this Agreement.)* B. W.B. Olson, Inc. Personnel Billing Rates 6/11/24

[ ] ——— Supplementary and other Conditions of the Contract: C. Supplementary Conditions dated 11/28/22

D. W.B. Olson, Inc. General Conditions dated 7/7/23

Document	Title	Date	Pages
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...

§ 15.7.1 The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered. Notwithstanding Construction Manager is not an Architect and is not responsible for the Design meeting laws.

§ 15.7.2 Whenever a reasonable request by an outside party, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 15.7.3 Construction Manager shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 15.7.4 Construction Manager shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 15.7.5 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 15.7.6 Construction Manager understands, represents and warrants to the Owner that the Construction Manager and its Subcontractors (for which the Construction Manager shall require by Contract that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 13 and that they will remain in compliance for the entirety of the Work.

§ 15.7.7 Construction Manager agrees to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Construction Manager shall produce, at a reasonable cost to the Owner, which the Owner will charge the requestor, records not in the Owner's possession which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Construction Manager's failure to produce documents or otherwise appropriately respond to a request under the Act, then Construction Manager shall indemnify and hold the Owner harmless, and pay an amount determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

§ 15.7.8 Substance Abuse Prevention

The Construction Manager shall comply with and require all Subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act") by:

The term "Contractor" as used in the AIA Document A201-2017 as incorporated in the A133 shall mean the Construction Manager as identified in this Contract, unless otherwise specifically indicated, and references to "Subcontractors" shall, as appropriate, include all prime contractors and subcontractors. For convenience, these Supplementary Conditions use the term Construction Manager

**PAGE 28**

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David L. Olson, Co. CEO

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:14:20 CT on 09/01/2023 under Order No. 4104237562 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



Exhibit 'A'

July 7, 2023

Ms. Amalia Schwartz  
Planning Manager  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035

Re: New Community Center at West Ridge Park  
Pre-Construction and Construction Services

Dear Ms. Schwartz,

We are pleased to submit our Pre-Construction and Construction Services proposal for the New Community Center at West Ridge Park. Per our meeting on 6/5/23, along with Brian, Jeff, and Ben, we understand the complexities of this project. We would be an excellent fit for this project based on our past relationship and our experience. Our Team is available and ready to go to work immediately. We look forward to successfully managing the project with the Park District and Holabird & Root! The following is a brief description of our services and compensation:

## **FEE PROPOSAL:**

### **A. PRE – CONSTRUCTION:**

#### **SERVICES:**

- Will assist the design team in planning and design.
- Consult with Holabird & Root regarding the cost and construction aspects of the design.
- Further, refine the concept design budget for new construction.
- In conjunction with the Project Team, further refine the construction “game plan,” including the scope of the work and timing.
- Assist in incorporating sustainable design aspects into the project.
- Review design documents and project outline and provide preliminary budget, constructability, and scheduling reviews.
- Prepare schematic design budget for approval.
- Provide value engineering, including cost comparisons of alternate schemes as required.
- Prepare design development budget for approval.
- Refine the budget as necessary.
- Provide public support and attend town hall meetings as required.



## **PRE-CONSTRUCTION FEE:**

- Pre-Construction Services Fee: Lump Sum \$19,000.00  
Scope of Work: -Not to exceed (8) budget meetings
 

-Concept Budget refinement (if required)	\$1,000
-One Schematic Budget	\$6,500
-One Design Development Budget	\$6,500
-Plan and Specification Review (as required)	\$3,000
-Meetings eight in-person (virtual as required)	\$2,000

## **B. CONSTRUCTION PHASE:**

### **SERVICES:**

- Review the final construction documents to minimize conflicts, overlaps, and omissions between subcontractors.
- Prepare a list of remaining trade/bid packages and develop a specific scope of work for each trade/bid package. Prepare a list of potential bidders for each of these trade/bid packages for team review. Advertise publicly for bids and prequalify interested bidders as required.
- Solicit bids from selected subcontractors, receive and open bids publicly, conduct scope meetings with the apparent low bidders to evaluate bids as to adequacy and completeness, and review bids with the project team. Present for Park District's approval the lowest responsible bid in each trade. Prepare GMP for Park District execution.
- Assist Holabird & Root with permit submissions and City permitting issues.
- Prepare and maintain a construction schedule.
- Identify and expedite the procurement of any extended lead items.
- Provide construction services for the project, including on-site supervision and coordination, scheduling, quality control, job site documents, and reports.
- Obtain, review, and process shop drawings and other submittals as required.
- Review insurance certificates and bonds for conformance to project specifications.
- Preparation and administration of payouts, collection of lien waivers, certified payrolls, and other accounting services.
- Provide services for project close-out.





**COMPENSATION CONSTRUCTION SERVICES:**

- Construction Services Fee based upon construction budget of approximately \$14.6M:

We propose a fee of 2.50% of the cost of construction:

The fee includes home office administrative time, project principal’s time, and project accounting. The fee is fixed at the time the project is bid and would be adjusted for changes in the scope of work as follows:

<u>Change Order Value</u>	<u>Fee</u>	<u>General Conditions</u>	<u>Insurance</u>
Increases in cost	4%	5%	1.0%
Decreases in cost	0%	0%	(1.0%)

- General Conditions include on-site superintendent, project management, and general requirements such as safety, printing/reproduction, etc. The General Conditions cost per month is \$46,895. The final cost and schedule are to be determined based on the final construction drawings provided by Holabird & Root.
- Bidding is a project cost, not included in the pre-construction cost fee.
- General Liability insurance: 1.0% of the construction cost for the project. The Park District and the Architect would be added to our insurance policy.
- Any savings will be returned to the Park District at 100%.

**CONTRACT FORM:**

- We propose using the “Standard Form of Agreement Between Owner and Construction Manager as Constructor AIA Document A133-2019”.

Sincerely,

W.B. Olson, Inc.

John A. Emser, LEED AP

Director of Business Development

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

**PERSONNEL BILLING RATES @ 06-01-24**
**Park District of Highland Park - West Ridge Park**
**1) BILLING RATES FOR TRADESMEN :**

DESCRIPTION	LABORER		CARPENTER	
	TRADESMAN	FOREMAN	TRADESMAN	FOREMAN
BASE RATE / HOUR	\$48.90	\$51.65	\$53.51	\$57.51
UNION BENEFITS				
WELFARE	\$17.37	\$17.37	\$12.29	\$12.29
PENSION/ ANNUITY	\$15.91	\$15.91	\$25.26	\$25.26
INDUSTRY ADVANCEMENT	\$0.15	\$0.15	\$0.59	\$0.59
TRAINING	\$0.91	\$0.91	\$0.68	\$0.68
MISC (SAFETY, ETC.)	\$0.19	\$0.19	\$0.11	\$0.11
VACATION FUND	\$0.00	\$0.00	\$1.70	\$1.70
<b>TAXES</b>				
FICA @ 7.65%	\$3.74	\$3.95	\$4.09	\$4.40
SUI @ 8.65%	\$4.23	\$4.47	\$4.63	\$4.97
FUI @ 0.60%	\$0.29	\$0.31	\$0.32	\$0.35
COMPANY BENEFITS 2.00%	\$0.98	\$1.03	\$1.07	\$1.15
SAFETY/TRAINING 3.00%	\$1.47	\$1.55	\$1.61	\$1.73
TRUCK/YARD EXPENSE	\$3.00	\$3.00		
<b>INSURANCE</b>				
GENERAL LIABILITY 1.29%	\$0.63	\$0.67	\$0.69	\$0.74
WORKER'S COMP. @ 3.86%	\$1.89	\$1.99	\$2.07	\$2.22
SUBTOTAL / FRINGES	\$50.76	\$51.50	\$55.11	\$56.19
(% OF BASE RATE)	103.80%	99.71%	102.99%	97.70%
BASE RATE PLUS FRINGES	\$99.66	\$103.15	\$108.62	\$113.70
OVERHEAD @ 10.00%	\$9.97	\$10.32	\$10.86	\$11.37
FEE @ 5.00%	\$5.48	\$5.67	\$5.97	\$6.25
BILLING RATE / HR	\$115.11	\$119.14	\$125.45	\$131.32
OVERTIME @ 1 1/2 ADD :	\$32.87	\$34.72	\$35.97	\$38.66
PRODUCTIVITY LOSS (10%)	\$14.80	\$15.39	\$16.14	\$17.00
OVERTIME PREMIUM	47.67	50.11	52.11	55.66
OVERTIME BILLING RATE	\$162.78	\$169.25	\$177.56	\$186.98

**2) BILLING RATES FOR OTHER PERSONNEL**

PROJECT EXECUTIVE	\$185.00
DIRECTOR OF ESTIMATING	\$175.00
OPERATIONS MANAGER	\$185.00
SENIOR JOB SUPERINTENDENT	\$170.00
JOB SUPERINTENDENT	\$140.00
ASSISTANT JOB SUPERINTENDENT	\$110.00
SENIOR PROJECT MANAGER	\$150.00
PROJECT MANAGER	\$130.00
ASSISTANT PROJECT MANAGER	\$110.00
SENIOR PROJECT ESTIMATOR	\$150.00
PROJECT ESTIMATOR	\$125.00
PROJECT ENGINEER	\$90.00
ASSISTANT PROJECT ENGINEER	\$50.00

EXHIBIT B1 - MAY 10, 2023 PRESENTATION TO PARK BOARD

**PARK DISTRICT OF HIGHLAND PARK  
WEST RIDGE CENTER**

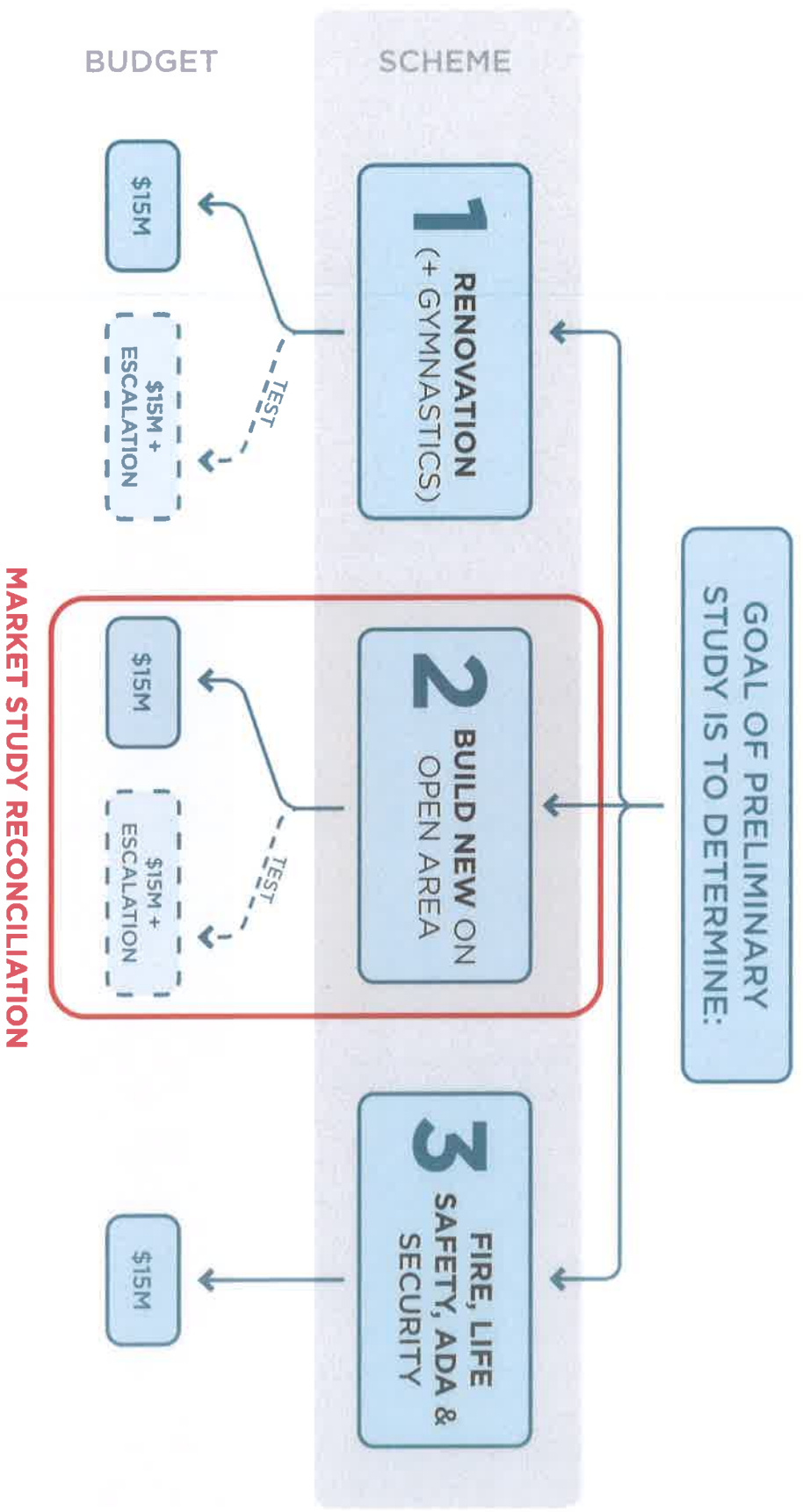
**PDHP PRELIMINARY STUDY - MARKET STUDY RECONCILIATION**

**05.10.2022**



**HOLABIRD & ROOT**

# PROJECT PATHS FORWARD



SCHEME + BUDGET MODELS | MARKET STUDY RECONCILIATION

**2 BUILD NEW ON OPEN AREA**

- + ACHIEVE STRATEGICALLY DESIGNED PROGRAM TO ALIGN WITH MARKET STUDY 2023
- + NEW BUILDING CREATES ABILITY TO PURSUE SUSTAINABILITY GOALS

- + CAN ACHIEVE AND BUILD SPECIFIC PROGRAM AREAS ALIGNED WITH THE HIGHEST VALUED SPACES PER THE MARKET STUDY 2023 (BERRYUNN REPORT), ON DAY 1 WITH PROJECTED BUDGET AND PHASED APPROACH FOR FUTURE FUNDING PROGRAM AREAS
- + CAN BUILD SUBSTANTIAL NEW AREA, BUT CANNOT REALIZE ENTIRE RFG PROGRAM ON 'DAY 1' WITH CURRENT BUDGET (PHASED APPROACH)
- + OPERATIONS & PROGRAMMING CAN CONTINUE IN CURRENT WEST RIDGE CENTER WHILE NEW CONSTRUCTION PROCEEDS (NO TEMPORARY FACILITY RENTAL COST NOR SUSPENSION OF PROGRAMMING)

- + NEW MASTER PLAN SITE STRATEGY WILL SOLVE FOR CURRENT PARKING ACCESS AND SITE SAFETY CONCERNS

+ **KEY QUESTION:** IS THE STRATEGIC USE OF FUNDS ON A SUBSTANTIAL PORTION OF NEW PROGRAM AREA (WORKING TOWARDS REALIZATION OF A FULL MASTER PLAN) MORE BENEFICIAL TO PDHP'S LONG TERM PLAN THAN REMAINING WITHIN THE CONSTRAINTS OF THE EXISTING FACILITY?

**2 BUILD NEW ON OPEN AREA \$15M**

	NEW AREA 25,289 SF	RENO AREA N/A
BUDGET	\$15,000,000	
PROJECT SUBTOTAL	\$15,000,000	

DEDUCT SOFT COSTS

CONTINGENCY (CONSTRUCTION)	- \$500,000
SOFT COSTS (VAE FEE, FEE, PERMIT, ETC)	- \$2,714,000
CONTRACTOR FEES (10.82%)	- \$1,150,925
SUBTOTAL CONSTRUCTION BUDGET	\$10,635,075
EXIST BUILDING DEMO (812/SF @ 43,282 SF)	- \$319,384
<b>NEW CONSTRUCTION BUDGET</b>	<b>\$10,115,691</b>
TARGET \$\$/SF	\$400/SF
<b>NEW BUILDING AREA POSSIBLE</b>	<b>25,289 SF</b>
RFG PROGRAM AREA	- 37,962 SF
DIFFERENCE	-12,673 SF

**2 BUILD NEW ON OPEN AREA \$15M + ESCALATION**

	NEW AREA 28,476 SF	RENO AREA N/A
BUDGET	\$15,000,000	
ESCALATION (8.5%)	+ \$1,275,000	
PROJECT SUBTOTAL	\$16,275,000	

DEDUCT SOFT COSTS

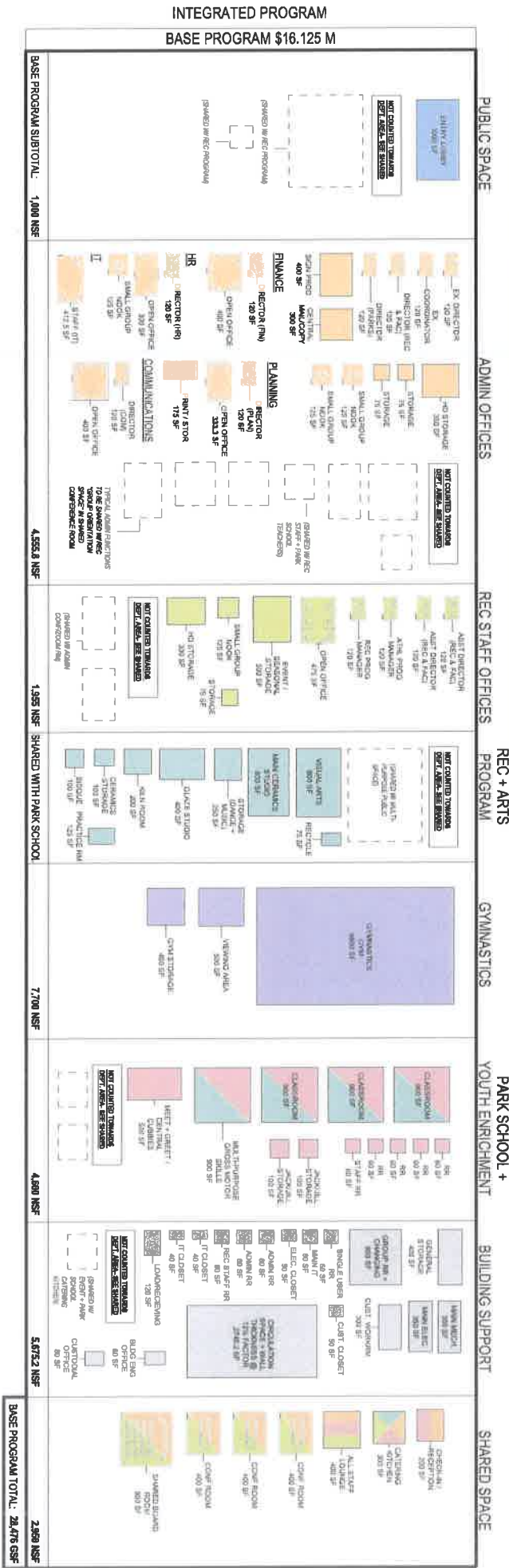
CONTINGENCY (CONSTRUCTION)	- \$500,000
SOFT COSTS (VAE FEE, FEE, PERMIT, ETC)	- \$2,714,000
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TARGET \$\$/SF	\$400/SF
<b>NEW BUILDING AREA POSSIBLE</b>	<b>28,476 SF</b>
RFG PROGRAM AREA	- 37,962 SF
DIFFERENCE	-9,486 SF

HOLABIRD & ROOT

PARK DISTRICT OF HIGHLAND PARK / PDHP PRELIMINARY / 05.10.2022  
WEST RIDGE CENTER / STUDY

# SCHEME + BUDGET MODELS | MARKET STUDY RECONCILIATION

**2 BUILD NEW**  
ON OPEN AREA  
**\$15M + ESCALATION**



# WEST RIDGE PARK DEVELOPMENT ZONES

## OUTDOOR REC + FIELDS ZONE

- Reshape + reorient ball fields
- Screen activities + noise from Ridge Road
- Increase opportunities for spectator viewing
- Create ideal adjacency between outdoor and indoor Rec. spaces
- Integrate outdoor event space
- Integrate community gardens
- Expand pedestrian pathway network
- Integrate relocated Safety Village

## INDOOR REC ZONE

- Strategically position to utilize existing site resources (green space, parking, utilities)
- Design and locate to purposefully receive a multitude of different users coming to the facility for different purposes
- Create a new facility designed to specifically operate as a multi-functional and flexible community center
- Separate Rec programming from Park School

## PARKING ZONE

- Utilize existing parking to greatest extent possible
- Separate users coming to facility for different purposes (outdoor rec, indoor rec, staff, park school)
- Allow for vehicle stacking on-site (relieve Ridge Road)



# RECOMMENDATION - BUILD NEW ON OPEN AREA (PHASED)

## 1 AREA OF STUDY FOR NEW BUILDING FOOTPRINT

Construct largest portion of new building that funds will allow (phased approach)

Strategic new building location working towards full West Ridge Park Master Plan

Location utilizes existing bulk parking

Positions building to solve for current site access and safety concerns

Operations and programming can continue in current West Ridge Center while construction proceeds

## 2 DIAMOND FIELDS

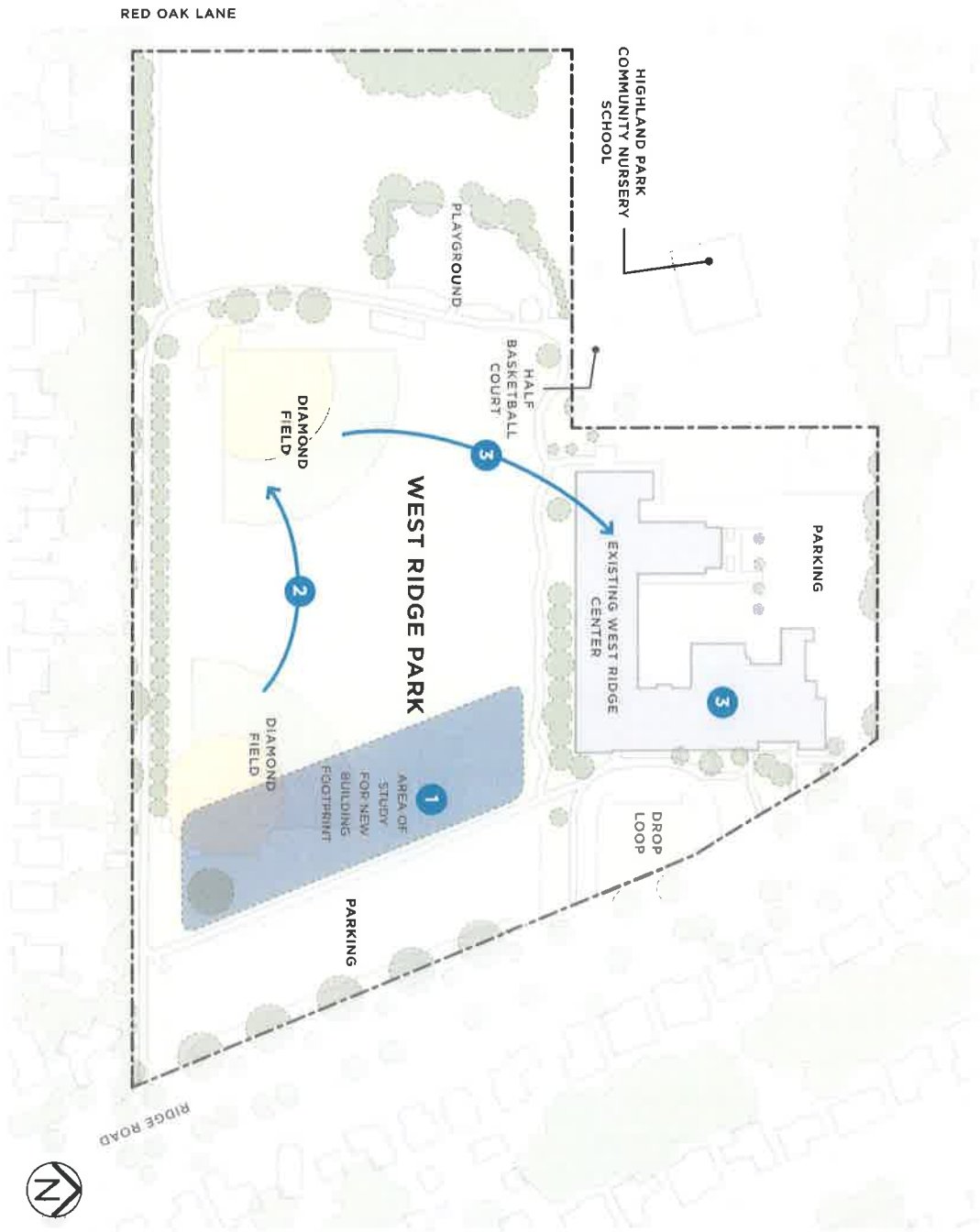
Relocate larger/illuminated diamond field to West side of site

Smaller/non-illuminated field temporarily goes off-line

## 3 EXISTING WEST RIDGE CENTER

Option to demolish or temporarily leave online until funds available

When demolished, construct smaller diamond field on top, along with new secondary/athletics dedicated parking





# WEST RIDGE PARK - CONCEPT MASTER PLAN

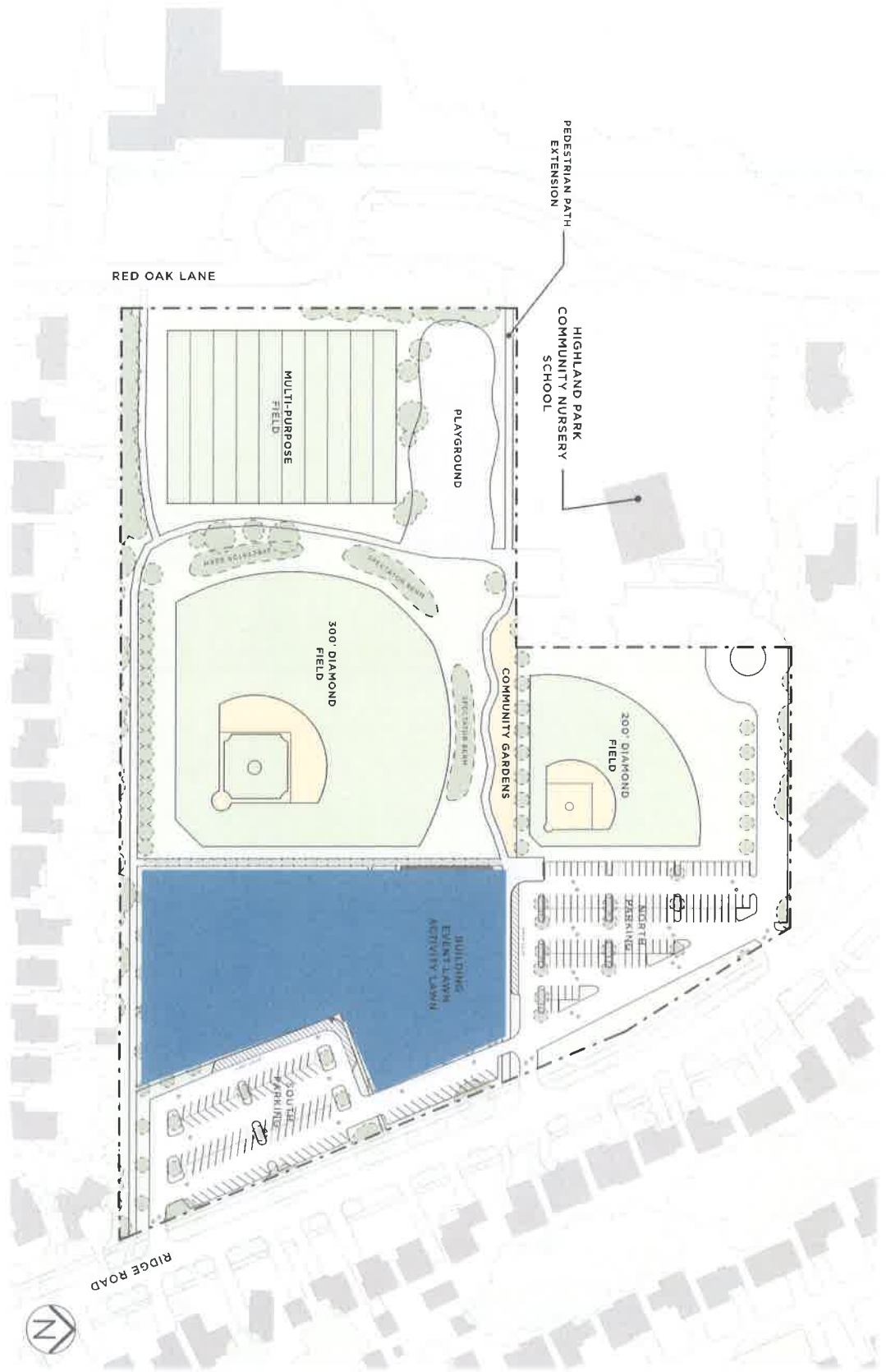


EXHIBIT B2 - MAY 10, 2023 PRESENTATION TO PARK BOARD FOR PARC GRANT

# PARK DISTRICT OF HIGHLAND PARK WEST RIDGE CENTER

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PDHP PRELIMINARY STUDY -  
MARKET STUDY AND PARC GRANT RECONCILIATION

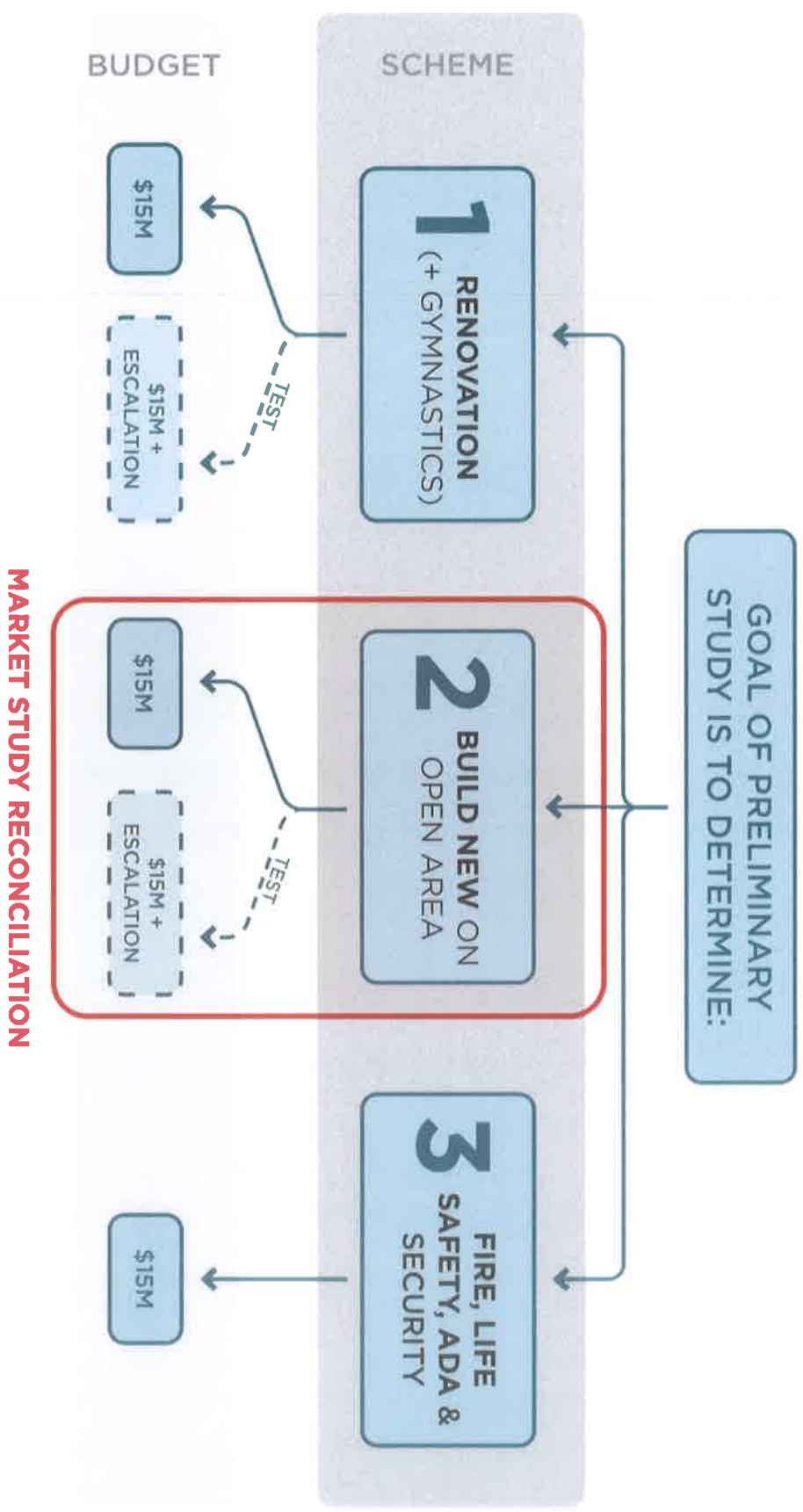
05.10.2022



**HOLABIRD & ROOT**

20100 West Highland Ave. Ste. 100 | West

# PROJECT PATHS FORWARD



**HOLABIRD & ROOT**

**PARK DISTRICT OF HIGHLAND PARK** / PDHP PRELIMINARY / 05.10.2022  
 WEST RIDGE CENTER STUDY

# SCHEME + BUDGET MODELS | PARC GRANT RECONCILIATION

<b>2 BUILD NEW ON OPEN AREA \$15M</b>	
NEW AREA 25,289 SF	RENO AREA N/A
BUDGET	\$15,000,000
ESCALATION (0%)	+ SC
<b>PROJECT SUBTOTAL</b>	<b>\$15,000,000</b>
DEDUCT SOFT COSTS	
CONTINGENCY (CONSTRUCTION)	- \$500,000
SOFT COSTS (A/E FEE, P/E, PERMIT, ETC)	- \$2,714,000
CONTRACTOR FEES (0.82%)	- \$1,150,925
<b>SUBTOTAL CONSTRUCTION BUDGET</b>	<b>\$10,635,075</b>
EXIST BUILDING DEMO (812/SF @ 43282 SF)	- \$519,384
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TARGET \$\$/SF	\$400/SF
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REQ PROGRAM AREA	- 37,962 SF
DIFFERENCE	-12,673 SF

<b>2 BUILD NEW ON OPEN AREA \$15M + ESCALATION</b>	
NEW AREA 29,476 SF	RENO AREA N/A
BUDGET	\$15,000,000
ESCALATION (8.5%)	+ \$1,275,000
<b>PROJECT SUBTOTAL</b>	<b>\$16,275,000</b>
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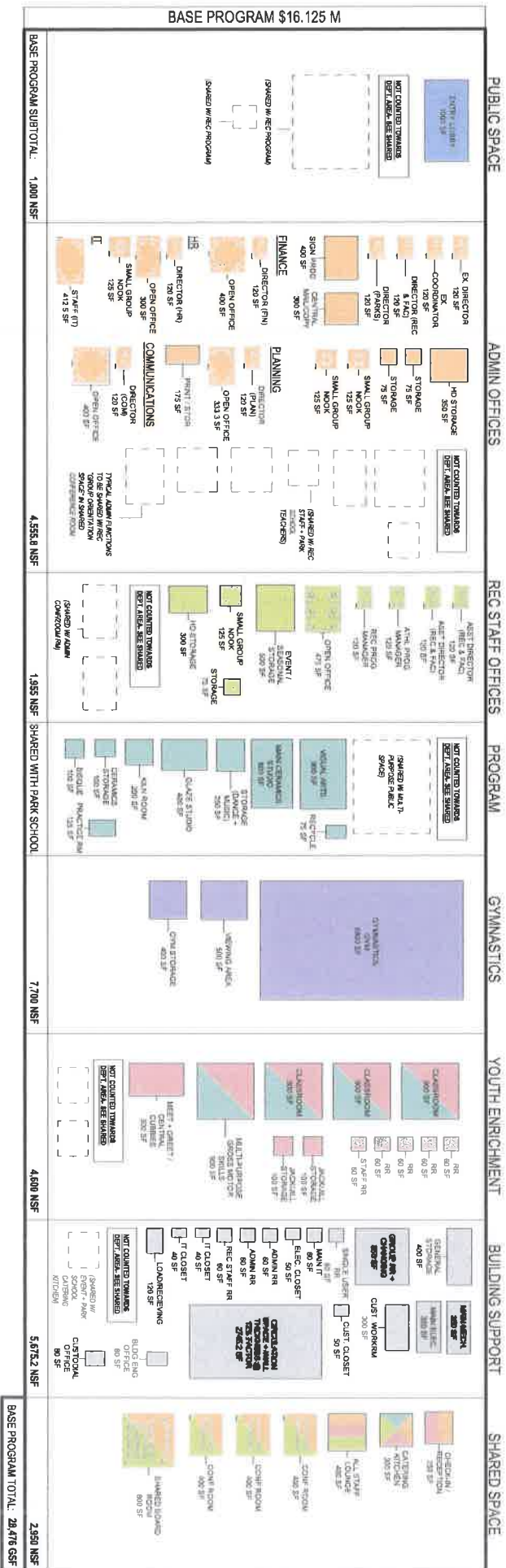
<b>2 BUILD NEW ON OPEN AREA \$15M + ESCALATION + PARC GRANT</b>	
NEW AREA 28,476 SF	RENO AREA N/A
BUDGET	\$15,000,000
ESCALATION (8.5%)	+ \$1,275,000
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EXIST BUILDING DEMO (812/SF @ 43282 SF)	- \$519,384
<b>NEW CONSTRUCTION BUDGET</b>	<b>\$11,390,691</b>
<b>PARC GRANT FUNDING</b>	<b>+\$2,500,000</b>
<b>PARC GRANT CONST. BUDGET</b>	<b>\$13,890,691</b>
TARGET \$\$/SF	\$400/SF
<b>NEW BUILDING AREA POSSIBLE</b>	<b>28,476 SF</b>
PARC GRANT ADDITIONAL AREA	+ 6,250 SF
<b>NEW BUILDING + PARC GRANT AREA</b>	<b>34,726 SF</b>
REQ PROGRAM AREA	- 37,962 SF
DIFFERENCE	-3,236 SF

HOLABIRD & ROOT

PARK DISTRICT OF HIGHLAND PARK / PDHP PRELIMINARY / 05.10.2022  
WEST RIDGE CENTER STUDY

# SCHEME + BUDGET MODELS | PARC GRANT RECONCILIATION

**2** BUILD NEW  
ON OPEN AREA **\$15M** + ESCALATION + PARC GRANT



Category	Area (NSF)	Area (NSF)	Area (NSF)	Area (NSF)	Area (NSF)	Area (NSF)	Area (NSF)	Area (NSF)	Area (NSF)
BASE PROGRAM SUBTOTAL	1,900 NSF	4,558 NSF	1,955 NSF	1,600 NSF	7,700 NSF	4,800 NSF	5,675.2 NSF	2,950 NSF	28,476 GSF
PARC GRANT SUBTOTAL	1,900 NSF	1,600 NSF	790 NSF	2,000 NSF				6,290 NSF	6,290 NSF
GRAND TOTAL	1,900 NSF	4,558 NSF	1,955 NSF	1,600 NSF	7,700 NSF	6,590 NSF	6,590 NSF	4,990 NSF	34,726 GSF

# WEST RIDGE PARK DEVELOPMENT ZONES

## OUTDOOR REC + FIELDS ZONE

- Reshape + reorient ball fields
- Screen activities + noise from Ridge Road
- Increase opportunities for spectator viewing
- Create ideal adjacency between outdoor and indoor Rec spaces
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- Separate Rec programming from Park School

## PARKING ZONE

- Utilize existing parking to greatest extent possible
- Separate users coming to facility for different purposes (outdoor rec, indoor rec, staff, park school)
- Allow for vehicle stacking on-site (relieve Ridge Road)



# RECOMMENDATION - BUILD NEW ON OPEN AREA (PHASED)

## 1 AREA OF STUDY FOR NEW BUILDING FOOTPRINT

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Operations and programming can continue in current West Ridge Center while construction proceeds

## 2 DIAMOND FIELDS

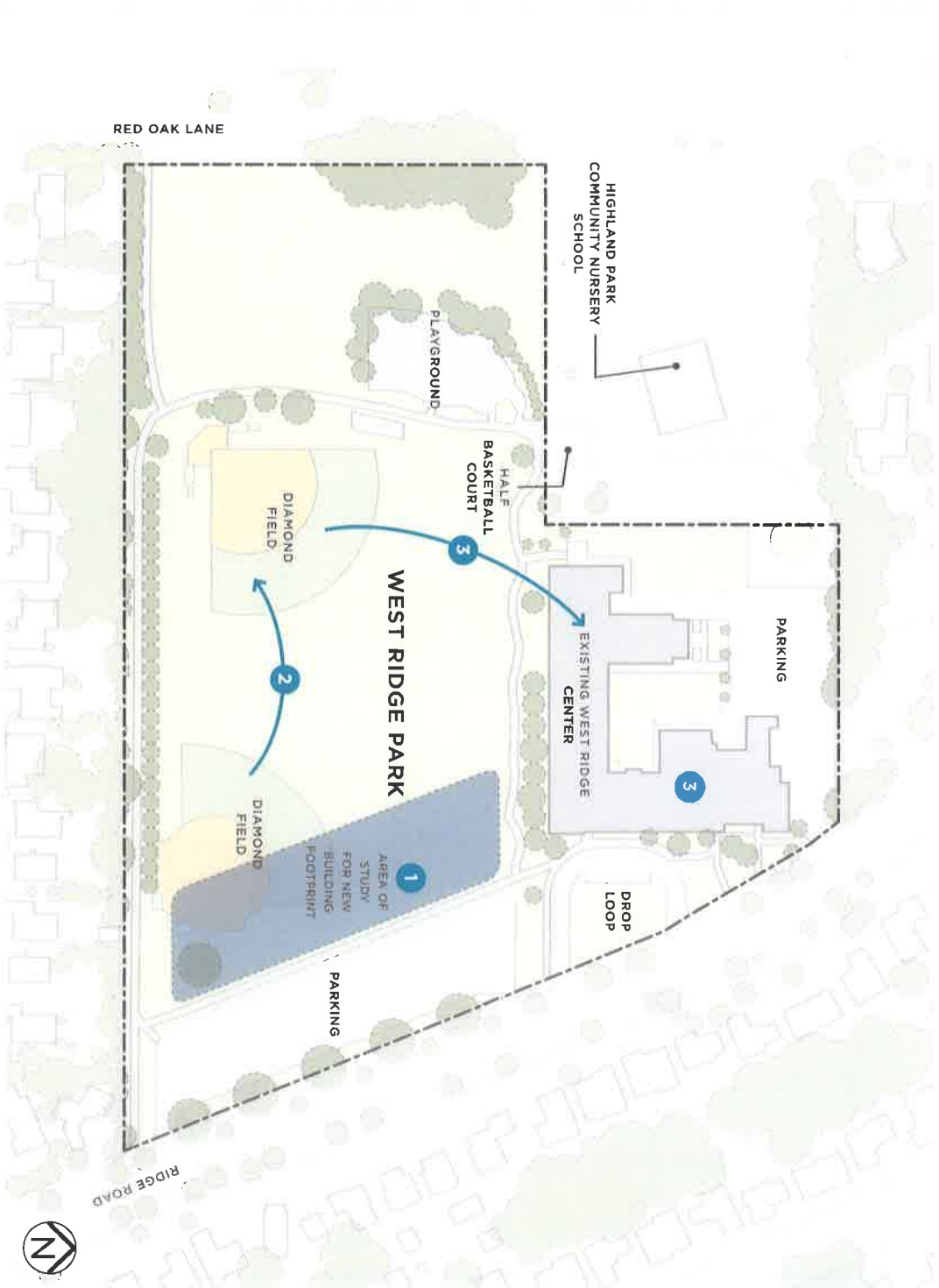
Relocate larger/illuminated diamond field to West side of site

Smaller/non-illuminated field temporarily goes off-line

## 3 EXISTING WEST RIDGE CENTER

Option to demolish or temporarily leave online until funds available

When demolished, construct smaller diamond field on top, along with new secondary/athletics dedicated parking



# WEST RIDGE PARK - CONCEPT MASTER PLAN

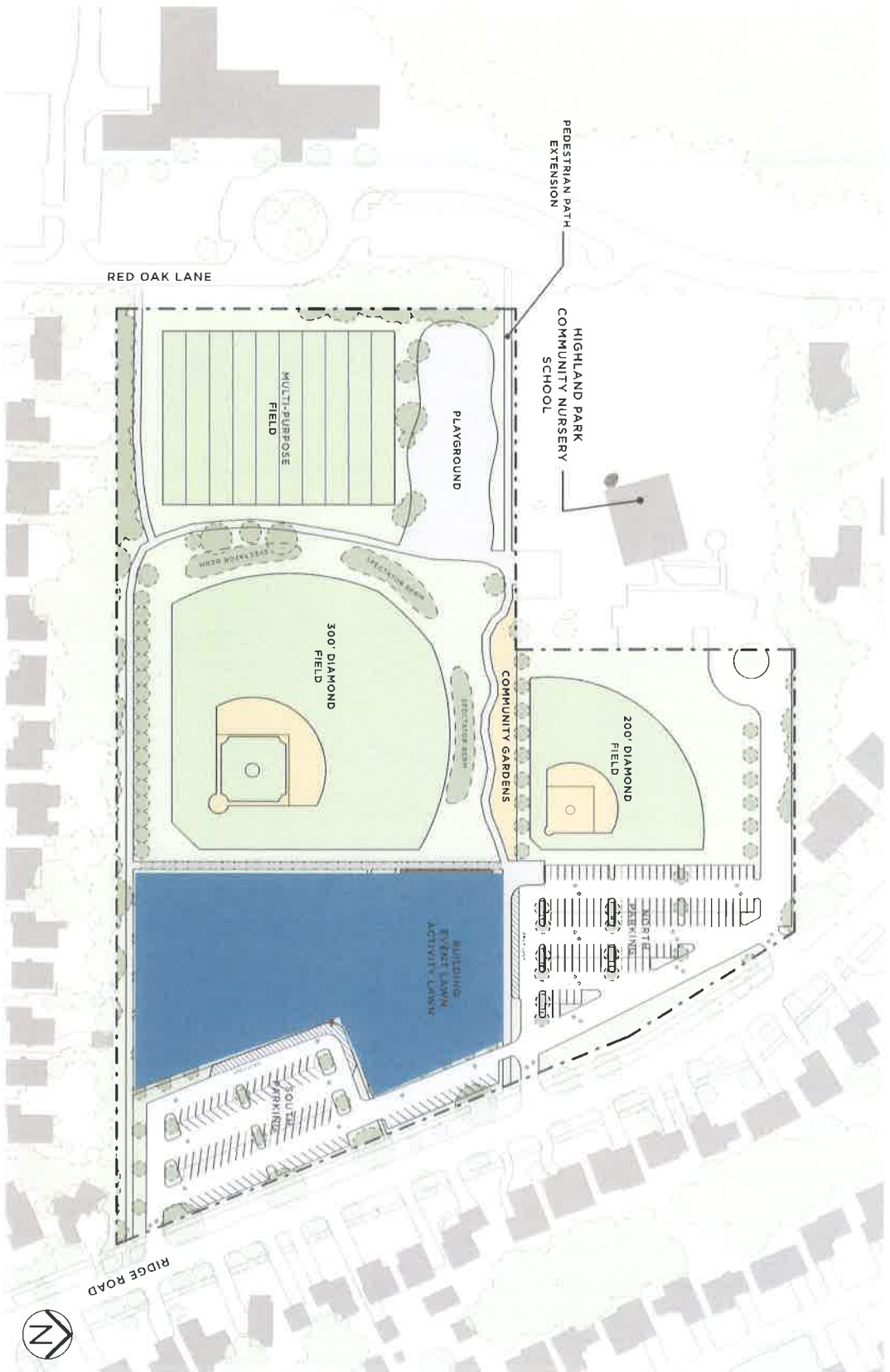




EXHIBIT 'C'  
SUPPLEMENTARY CONDITIONS

11/28/22

2.2 RELATIONSHIP OF THE PARTIES

Add the following to the end of the section:

The parties agree that the services of the Construction Manager involve a high degree of professional skill and that the ability or fitness of the individuals primarily responsible for performing such services and coordinating the Project is a material component of this Agreement. Accordingly, the Construction Manager shall be represented by TBD in all matters pertaining to this Agreement as Project Superintendent and by TBD as Project Manager. Construction Manager shall give Owner as much notice as is reasonably possible concerning any substitution of the Project Manager or Project Superintendent and Owner shall have the right of approval of each proposed substitute.

3.1.11.4 ADD THE FOLLOWING SECTION

The Construction Manager agrees ~~for itself and for all Contractors and Subcontractors~~ that prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. W. B. Olson, Inc. will collect certified payrolls from all subcontractors, but not check them.

The Owner may at any time inquire of the Construction Manager, Contractor or Subcontractor as to rates of wages being paid employees and any subcontractor or material men, whereupon such information shall be promptly provided to the Owner. ~~The Construction Manager shall agree to indemnify the Owner for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.~~

The Construction Manager shall insert into each ~~contract and subcontract and into the project specifications for each subcontract~~ a written stipulation to the effect that, to the extent that the Prevailing Wage Act applies, each ~~Contractor and~~ Subcontractor shall comply with all requirements of the Act, including but not limited to the submission of certified payroll as required by Statute and Administrative Regulation. The Construction Manager shall also cause such a provision to be included in all such bonds as will guarantee the faithful performance of the prevailing wage obligations as established in the Contract Documents.

The Construction Manager shall comply with and request the subcontractor's written substance abuse program from all subcontractors and review compliance with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

.b A prohibition against the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

.c A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possesses, delivers, or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

Failure by the Construction Manager to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

## 3.2.4 ADD TO THE END:

The Guaranteed Maximum Price Proposal delivered by the Construction Manager shall be a representation by the Construction Manager, that the Contract Documents ~~are full and complete~~, are sufficient to enable the Construction Manager to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Construction Manager's obligations to construct the Work for an amount not in excess of the Guaranteed Maximum Price on or before the date(s) of Completion established in the Agreement. The Construction Manager further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Construction Manager specifically represents and warrants to Owner that prior to the submission of its Guaranteed Maximum Price it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. The Guaranteed Maximum Price is not intended to include any changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment from that shown or reasonably inferable from the information stated in the design documents upon which the Guaranteed Maximum Price was based, subject to the qualifications and assumptions to that Guaranteed Maximum Price, all of which, if required, would warrant an adjustment to the Guaranteed Maximum Price by Change Order.

## ARTICLE 4: OWNER'S RESPONSIBILITIES

## 4.1.4.3 Add the following to the end of Subparagraph 4.1.4.3:

The parties further agree that Owner is relying upon the ~~Construction Manager and the Architect~~ to define the appropriate scope of the necessary geotechnical information ~~and the Construction Manager therefore freely waives any right it may have under the Illinois Public Construction Contract Act of 1999 to stop the progress of the work~~. The guaranteed maximum proposal will include a reasonable ~~contingency~~ allowance for conditions encountered that differ materially from any geotechnical information provided by the Owner (if any). The parties' intent is to cover the risk of differing site conditions within the guaranteed maximum price. Any unused portion of the ~~contingency~~ allowance

will be returned to the Owner. If costs associated with the remedial work exceed the contingency allowance, the Owner will make an equitable adjustment to and modify the contract in writing.

## ARTICLE 7 COST OF THE WORK FOR THE CONSTRUCTION PHASE

7.1.1. Delete and Replace the first sentence of 7.1.1. with the following:

The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates for labor as required under the Illinois Prevailing Wage Act as applicable to the place of the Project, and shall be at rates for all other items that are not higher than those customarily paid at the place of the Project, except by written prior consent of the Owner. If requested by the Owner, Construction Manager must submit with its Application for Payment--in addition to all other documents required by the General Conditions--photocopies of the actual invoices or expense bills directly attributable to the Project which the Construction Manager claims as part of the "Cost of the Work."

## ARTICLE 11:

11.1.3 ~~Delete and Replace with~~ Insert the following:

"Payments are due and payable in accordance with the Illinois Prompt Payment Act."

## 14.3 INSURANCE AND BONDS

DELETE 14.3 (14.3.1 – 14.3.2.1) and replace with the following:

### 14.3 Construction Manager's Insurance Requirements

Construction Manager shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Construction Manager, his agents, representatives, employees or Subcontractors of the types and in the amounts listed below.

#### 14.3.1 Commercial General And Umbrella Liability Insurance

Construction Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall cover liability

arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, Architect and Construction Manager shall be included as an insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner, Architect and Construction Manager. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

Construction Manager shall also maintain by endorsement or separate policy Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### 14.3.2 Continuing Completed Operations Liability Insurance

Construction Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work.

#### 14.3.3 Business Auto And Umbrella Liability Insurance

Construction Manager shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

#### 14.3.4 Workers Compensation Insurance

Construction Manager shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Contract, the Construction Manager waives all

rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Construction Managers work.

#### 14.3.5 Construction Manager's Obligation To Insure For Bodily Injury Claims

In addition to the above, all Construction Managers will purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the Construction Manager, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

#### 14.3.6 General Insurance Provisions

14.3.6.1 Evidence of Insurance Prior to beginning work, Construction Manager shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Manager's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Construction Manager or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Construction Manager shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

14.3.6.2 Acceptability of Insurers. Insurers must be licensed in the State of Illinois and approved for the relevant line of coverage.

14.3.6.3 Cross-Liability Coverage. If Construction Manager's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

14.3.6.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Construction Manager may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

14.3.6.5 Subcontractors. Construction Manager shall cause each Subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified above. When requested by the Owner, Construction Manager shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.”

#### 14.3.7 Performance And Payment Bonds

14.3.7.1 Where the Contract Sum of a prime contract is equal to or greater than \$30,000.00, the Construction Manager, before commencing the Work, shall obtain a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety authorized by the Illinois Department of Insurance to issue surety bonds in Illinois and otherwise satisfactory to the Owner, and shall name the Owner as a ~~primary~~ dual co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

14.3.7.2 The Construction Manager shall deliver the required bonds to the Owner ~~not later than three days~~ before work commences following the date the

Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Construction Manager shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

14.5.10 Delete and replace with the following:

14.5.10 The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

14.5.17 Construction Manager shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

14.5.18 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

14.5.19 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.



**Project: Park District of Highland Park  
West Ridge Community Center**

Project Duration  
30 DAYS

DESCRIPTION	TOTAL
TEMPORARY FACILITIES	
OFFICE TRAILERS	\$842
STORAGE TRAILERS	\$165
PORTABLE TOILETS	LINE ITEM
TELEPHONE/TECHNOLOGY	\$305
ELECTRIC:	
ENERGY COST	BY OWNER
WIRING COST	BID ITEM
DRINKING WATER	INCL
HEAT:	
ENERGY COST	BY OWNER
OPERATING COST	BY OWNER
BARRICADES/FENCING-Allowance	LINE ITEM
ROADS	NIC
WINTER PROTECTION	LINE ITEM
TEMPORARY PARTITIONS	LINE ITEM
SIGNAGE	LINE ITEM
MISCELLANEOUS CONDITIONS:	
BLUEPRINTING/COPYING	\$250
LAYOUT SURVEY-Allowance	LINE ITEM
"SPOT" SURVEY-Allowance	LINE ITEM
TESTING	LINE ITEM
PHOTOGRAPHS	INCL
CLEANUP:	
PROGRESS CLEANING	LINE ITEM
DUMPSTERS	LINE ITEM
FINAL CLEANING-Allowance	LINE ITEM
WINDOW WASHING-Allowance	LINE ITEM
SAFETY REQUIREMENTS	LINE ITEM
HOISTING:	
GENERAL HOISTING	NIC
ELEVATOR OPERATION	NIC
TRUCKING	\$300
BIDDING	\$1,250
ADDITIONAL INSURANCE	NIC
WARRANTY ALLOWANCE	3% OF TIME \$797
MINORITY PROGRAMS	NIC
SUPERVISION:	
SR. JOB SUPERINTENDENT @	100% OF TIME \$28,800
OPERATIONS MANAGER @	10.0% OF TIME \$3,171
PROJECT EXECUTIVE @	5.0% OF TIME \$1,586
PROJECT ENGINEER @	25.0% OF TIME \$3,857
PROJECT MANAGER @	25.0% OF TIME \$5,572

TOTAL : \$46,895

Line items are presented for information only and are not guaranteed

\*1) Includes labor rate & material increases for and 2024 and 2025

2) Assumes 14 month construction schedule based upon \$14.6M construction budget.

To: Board of Park Commissioners

From: Samantha Santizo- Accounts Payable Administrator  
 Mari-Lynn Peters - Finance Director  
 Brian Romes - Executive Director

Date: September 13, 2023

Subject: Bills presented for the Board's review on September 13, 2023.  
 Checks written August 22, 2023 to September 07, 2023.

**BILLS**

<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>
August 22, 2023 Emergency Check	\$ 475.00
August 31, 2023 Emergency Check	\$ 728.39
September 01, 2023 Emergency Check	\$ 5,111.07
September 07, 2023	\$ 503,268.48
Void Payments	\$ (475.00)
Bank Drafts	\$ 8,451.41
P-Card	\$ 288,329.48
<b>TOTAL</b>	<b>\$ 805,888.83</b>

**PAYROLL DISBURSEMENTS**

<b>TOTAL</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 805,888.83</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03768 - 8/22/23 Reissuing Check-Amalgamated Bank of Chicago

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10111	AMALGAMATED BANK OF CHICAGO	08/22/2023	Regular	0.00	475.00	189672
<a href="#">Trust# 1857151003</a>	Invoice	02/01/2023	Administrative Fee 02/01/23-01/31/24	0.00	475.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	475.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>475.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	475.00
			<hr/>
			<b>475.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03772 - Bank Draft 8/25/23 ICMA 457

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
11161	ICMA RETIREMENT TRUST #302037	08/25/2023	Bank Draft	0.00	4,176.60	DFT0004400
<a href="#">082523 ICMA 457</a>	Invoice	08/25/2023	8/25/23 ICMA 457 Deductions Plan#302037	0.00	4,176.60	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	4,176.60
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>4,176.60</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	4,176.60
			<hr/>
			<b>4,176.60</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03780 - 8/31/23 Parks Foundation-Emergency Check

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
16344	PARKS FOUNDATION OF HIGHLAND P/	08/31/2023	Regular	0.00	728.39	189673
<a href="#">8/28/23</a>	Invoice	08/30/2023	Funds for Parks Foundation collected for PD...	0.00	728.39	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	728.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>728.39</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	728.39
			<hr/>
			<b>728.39</b>





Park District of Highland Park, IL

# Check Register

Packet: APPKT03784 - 9/1/23 Plansource-Emergency Check

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
19484	PLANSOURCE	09/01/2023	Regular	0.00	5,111.07	189674
<a href="#">090123</a>	Invoice	09/01/2023	IMRF Retiree Insurance September 2023 Pr...	0.00	5,111.07	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	5,111.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>5,111.07</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	9/2023	5,111.07
			<hr/>
			<b>5,111.07</b>



By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP-AP BANK</b>						
15147	ABC PRINTING COMPANY	09/07/2023	Regular	0.00	226.93	189675
<a href="#">277148</a>	Invoice	07/31/2023	Progress Yard Signs	0.00	161.92	
<a href="#">277566</a>	Invoice	08/16/2023	Business Cards-Nick Baird	0.00	65.01	
10034	ABSOLUTE HOME IMPROVEMENTS	09/07/2023	Regular	0.00	8,820.75	189676
<a href="#">Invoice#4</a>	Invoice	09/06/2023	Moroney Park-Payment Application 4	0.00	8,820.75	
20464	AGGREKO LLC	09/07/2023	Regular	0.00	9,683.42	189677
<a href="#">13658989</a>	Invoice	08/14/2023	5000 CFM Natural Gas Dehumidifier PKG	0.00	9,683.42	
19974	CHESS-ED LLC	09/07/2023	Regular	0.00	3,400.00	189678
<a href="#">081923</a>	Invoice	08/19/2023	Chess Camp 8/14/23-8/18/23	0.00	3,400.00	
17301	WILSON SPORTING GOODS CO.	09/07/2023	Regular	0.00	1,723.02	189679
<a href="#">4542148691</a>	Invoice	06/15/2023	US Open XD TBall/US Open Orange Tourna...	0.00	1,390.00	
<a href="#">4542148692</a>	Invoice	06/15/2023	US Open JR TNS RKT/Pro Overgrip	0.00	333.02	
10185	AQUATIC ECOSYSTEMS MANAGEMEN	09/07/2023	Regular	0.00	305.00	189680
<a href="#">20231106</a>	Invoice	08/18/2023	August 2023 Algaecide & Vegetation Herbici...	0.00	305.00	
20242	GLT OUTDOORS	09/07/2023	Regular	0.00	7,847.38	189681
<a href="#">0010216-IN</a>	Invoice	07/05/2023	Turf Materials	0.00	4,130.00	
<a href="#">0010221-IN</a>	Invoice	07/05/2023	Welting Agent Soil	0.00	2,580.00	
<a href="#">0010915-IN</a>	Invoice	07/26/2023	FPG-X-FACTOR 12012 Turf Materials	0.00	1,137.38	
20071	AVALON PETROLEUM COMPANY	09/07/2023	Regular	0.00	12,109.82	189682
<a href="#">031164</a>	Invoice	08/07/2023	Diesel Fuel 8/7/23	0.00	1,008.28	
<a href="#">031171</a>	Invoice	08/16/2023	Diesel fuel 8/16/23	0.00	498.34	
<a href="#">031179</a>	Invoice	07/24/2023	Diesel Fuel 7/24/23	0.00	490.49	
<a href="#">031181</a>	Invoice	07/28/2023	Diesel Fuel 7/28/23	0.00	353.05	
<a href="#">474894</a>	Invoice	07/24/2023	Unleaded Fuel 7/24/23	0.00	1,604.62	
<a href="#">474899</a>	Invoice	07/28/2023	Unleaded Fuel 7/28/23	0.00	1,885.92	
<a href="#">474996</a>	Invoice	08/02/2023	Unleaded Fuel 8/2/23	0.00	1,960.33	
<a href="#">475022</a>	Invoice	08/07/2023	/Unleaded fuel 8/7/23	0.00	1,089.43	
<a href="#">475026</a>	Invoice	08/11/2023	Unleaded fuel 8/11/23	0.00	1,454.11	
<a href="#">475863</a>	Invoice	08/16/2023	Unleaded fuel 8/16/23	0.00	1,765.25	
10502	CITY OF HIGHLAND PARK	09/07/2023	Regular	0.00	5,629.19	189683
<a href="#">090523 006468</a>	Invoice	09/05/2023	0 Cloverdale Ave 6/1/23-8/31/23	0.00	66.06	
<a href="#">090523 007039</a>	Invoice	09/05/2023	3420 Krenn Ave 6/1/23-8/31/23	0.00	71.28	
<a href="#">090523 007271</a>	Invoice	09/05/2023	0 Kent Ave 6/1/23-8/31/23	0.00	25.50	
<a href="#">090523 008032</a>	Invoice	09/05/2023	636 Ridge Rd 6/1/23-8/31/23	0.00	1,786.07	
<a href="#">090523 008037</a>	Invoice	09/05/2023	636 Ridge Rd 6/1/23-8/31/23	0.00	687.30	
<a href="#">090523 008912</a>	Invoice	09/05/2023	150 Barberry Rd 6/1/23-8/31/23	0.00	286.15	
<a href="#">090523 009261</a>	Invoice	09/05/2023	2821 Ridge Rd 6/1/23-8/31/23	0.00	652.01	
<a href="#">090523 026564</a>	Invoice	09/05/2023	2755 Trail Way 6/1/23-8/31/23	0.00	25.50	
<a href="#">090523 026583</a>	Invoice	09/05/2023	1556 Grove Ave 6/1/23-8/31/23	0.00	25.50	
<a href="#">090523 026585</a>	Invoice	09/05/2023	1240 Fredrickson Pl 6/1/23-8/31/23	0.00	1,978.32	
<a href="#">090523 026603</a>	Invoice	09/05/2023	850 Clavey Rd 6/1/23-8/31/23	0.00	25.50	
17592	CLASSIC TILE INC	09/07/2023	Regular	0.00	285.00	189684
<a href="#">15551</a>	Invoice	08/07/2023	Johnsonite CG21 Platinum 4" Vinyl Cove Bas...	0.00	285.00	
10537	COMMONWEALTH EDISON COMPANY	09/07/2023	Regular	0.00	11,127.14	189685
<a href="#">081423 02032300...</a>	Invoice	08/14/2023	1390 Sunset Rd 7/14/23-8/14/23	0.00	2,872.09	
<a href="#">082123 18122640...</a>	Invoice	08/21/2023	636 Ridge Rd 7/21/23-8/21/23	0.00	3,468.87	

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">082123 18147670...</a>	Invoice	08/21/2023	ES Egandale 1N Park 7/21/23-8/21/23	0.00	71.54	
<a href="#">082223 72610440...</a>	Invoice	08/22/2023	1240 Fredrickson Pl (POGO) 7/24/23-8/22/23	0.00	1,109.45	
<a href="#">082423 17303300...</a>	Invoice	08/24/2023	NS Clavey 1E Rt 41 7/24/23-8/22/23	0.00	3,605.19	
20076	COUNSILMAN-HUNSAKER	09/07/2023	Regular	0.00	1,113.00	189686
<a href="#">23687</a>	Invoice	08/15/2023	PDRMA Site Audit/Visit 8/9/2023 Hidden Cr...	0.00	1,113.00	
16685	DAVID ZELIG	09/07/2023	Regular	0.00	855.00	189687
<a href="#">082823</a>	Invoice	08/28/2023	Payment for 12 games	0.00	855.00	
18562	DAVIS BANCORP INC	09/07/2023	Regular	0.00	1,639.00	189688
<a href="#">116074</a>	Invoice	08/31/2023	Armored Transportation August 2023	0.00	1,639.00	
19457	JOHN DEERE AG & TURF CORPORATE	09/07/2023	Regular	0.00	74,222.88	189689
<a href="#">117486870</a>	Invoice	06/20/2023	Trade In Equipment-Triflex Greens Mowers	0.00	74,222.88	
20457	DESIREE WILKOW	09/07/2023	Regular	0.00	116.00	189690
<a href="#">2047655</a>	Invoice	08/18/2023	Refund	0.00	116.00	
17661	DIEGO LARCO	09/07/2023	Regular	0.00	296.00	189691
<a href="#">083123</a>	Invoice	08/31/2023	Basketball referee House-8 games	0.00	296.00	
10718	DIRECT FITNESS SOLUTIONS, LLC	09/07/2023	Regular	0.00	45,929.34	189692
<a href="#">0201229-IN</a>	Invoice	08/21/2023	PRECOR EFX 885.P82 Ellipticals	0.00	22,845.00	
<a href="#">0201230-IN</a>	Invoice	08/21/2023	Qty 2 Precor SCL Stair Climbers	0.00	13,950.00	
<a href="#">0201232-IN</a>	Invoice	08/21/2023	ECORE RageTurf Motivate Blue 17mmx72 wi...	0.00	9,134.34	
16892	DWAYNE BROWN	09/07/2023	Regular	0.00	160.00	189693
<a href="#">082923</a>	Invoice	08/29/2023	6/10/23 - 2 baseball games officiated	0.00	160.00	
17122	DYNEGY ENERGY SERVICES	09/07/2023	Regular	0.00	76,710.47	189694
<a href="#">331665723071</a>	Invoice	08/17/2023	June 2023-July 2023	0.00	43,822.26	
<a href="#">331665723081</a>	Invoice	08/31/2023	July 2023-August 2023	0.00	32,888.21	
17719	CONSTELLATION NEWENERGY - GAS D	09/07/2023	Regular	0.00	1,625.25	189695
<a href="#">3830567</a>	Invoice	08/23/2023	1201 Park Ave W-July 2023	0.00	1,625.25	
10889	FITNESS EQUIPMENT SERVICES, INC	09/07/2023	Regular	0.00	1,100.00	189696
<a href="#">23150</a>	Invoice	08/22/2023	Service Contract-Quarterly Payment	0.00	1,100.00	
20316	FLECK'S LANDSCAPING	09/07/2023	Regular	0.00	13,151.00	189697
<a href="#">2306302</a>	Invoice	06/29/2023	June 2023 Landscaping & Weeding Services	0.00	6,493.00	
<a href="#">2307268</a>	Invoice	07/28/2023	July 2023 Landscaping & Weeding Services	0.00	6,658.00	
10974	GEWALT HAMILTON ASSOCIATES INC	09/07/2023	Regular	0.00	6,490.00	189698
<a href="#">5121.002-2</a>	Invoice	08/15/2023	PDHP Deck Replacement CA Services 7/1/23...	0.00	990.00	
<a href="#">5121.051-2</a>	Invoice	08/16/2023	Fink Park Baseball II Services thru 7/30/23	0.00	5,500.00	
17541	GOVTEMPS USA, LLC	09/07/2023	Regular	0.00	1,974.00	189699
<a href="#">4233163</a>	Invoice	08/10/2023	Barb Cremin HR Help Period 7/30/23 & 8/6/...	0.00	1,323.00	
<a href="#">4241464</a>	Invoice	08/24/2023	Barb Cremin HR help Period Ending 8/13 & 8...	0.00	651.00	
17302	HEAD/PENN RACQUET SPORTS	09/07/2023	Regular	0.00	996.48	189700
<a href="#">5193587826</a>	Invoice	08/14/2023	Pro Penn Marathon Extra-Duty Balls	0.00	996.48	
19761	THE ULTIMATE SCHOOL OF GUITAR	09/07/2023	Regular	0.00	3,165.40	189701
<a href="#">748</a>	Invoice	08/22/2023	6/19/23-8/7/23 Classes & 6/22/23-8/10/23 C..	0.00	3,165.40	
11196	ILLINOIS STATE POLICE	09/07/2023	Regular	0.00	80.00	189702
<a href="#">20230700686</a>	Invoice	07/31/2023	7/1/23-7/31/23 Background Checks	0.00	80.00	
11276	JAY ZIMMERMAN	09/07/2023	Regular	0.00	665.00	189703
<a href="#">081223</a>	Invoice	08/12/2023	Payment for 85 baseball games-umpire fees	0.00	665.00	
16866	JEFF COHEN CREATIVE LTD	09/07/2023	Regular	0.00	1,827.50	189704

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">082223</a>	Invoice	08/22/2023	Photography on 8/3, 8/7-8/8, 8/10-8/12 & 8...	0.00	1,827.50	
13794	JENSEN'S PLUMBING & HEATING, LLC.	09/07/2023	Regular	0.00	4,340.00	189705
<a href="#">W28593</a>	Invoice	08/17/2023	GEO Thermal System-Both Compressors Do...	0.00	4,340.00	
20022	JMS ENVIRONMENTAL ASSOCIATES, L1	09/07/2023	Regular	0.00	3,345.00	189706
<a href="#">25293-00</a>	Invoice	08/21/2023	Silica Dust Indoor Air Quality Survey 7/17/20...	0.00	3,345.00	
20459	JOAN MEYERS	09/07/2023	Regular	0.00	250.00	189707
<a href="#">2053289</a>	Invoice	08/22/2023	Refund	0.00	250.00	
11340	AFTER U II CHARTERS	09/07/2023	Regular	0.00	1,350.00	189708
<a href="#">082423</a>	Invoice	08/24/2023	Fishing boat charter for Hook, Line, Sinkers-C...	0.00	1,350.00	
20068	KENNETH E. BUSSE	09/07/2023	Regular	0.00	160.00	189709
<a href="#">082923</a>	Invoice	08/29/2023	5/21/23 - 2 baseball games officiated	0.00	160.00	
20415	KEVIN BIELET	09/07/2023	Regular	0.00	80.00	189710
<a href="#">082823</a>	Invoice	08/28/2023	Payment for 1 baseball game umpired on 8/...	0.00	80.00	
20461	KIM MORTON	09/07/2023	Regular	0.00	212.00	189711
<a href="#">2054631</a>	Invoice	08/23/2023	Refund	0.00	212.00	
16981	KONE	09/07/2023	Regular	0.00	369.75	189712
<a href="#">1158530753</a>	Invoice	05/15/2023	4/24/2023 Passenger Elevator service	0.00	369.75	
19677	LASALLE NETWORK	09/07/2023	Regular	0.00	2,318.75	189713
<a href="#">643404</a>	Invoice	08/07/2023	8/6/23 Regular-Suzan Pero: IT Specialist	0.00	778.75	
<a href="#">644707</a>	Invoice	08/21/2023	8/20/23 Regular-Suzan Pero: IT Specialist	0.00	770.00	
<a href="#">645350</a>	Invoice	08/28/2023	8/27/23 Regular-Suzan Pero: IT Specialist	0.00	770.00	
18622	LESLIE HIRSCHFELD	09/07/2023	Regular	0.00	260.00	189714
<a href="#">2062439</a>	Invoice	08/30/2023	Refund	0.00	260.00	
11612	LITTLE TOMMY'S PLUMBING SHOP INC	09/07/2023	Regular	0.00	8,947.00	189715
<a href="#">i17355</a>	Invoice	08/15/2023	Complete replacement-Lawler model 90 mix...	0.00	8,947.00	
18474	LAKESHORE RECYCLING SYSTEMS, LLC	09/07/2023	Regular	0.00	3,502.09	189716
<a href="#">LR5410885</a>	Invoice	07/31/2023	3100 Trail Way 8/1/23-8/31/23 & Roll Off	0.00	811.52	
<a href="#">LR5410889</a>	Invoice	07/31/2023	1801 Sunset Rd 8/1/23-8/31/23 & Loose Yar...	0.00	167.92	
<a href="#">LR5439653</a>	Invoice	08/25/2023	883 Sheridan Rd 9/1/23-9/30/23	0.00	84.24	
<a href="#">LR5439654</a>	Invoice	08/25/2023	31 Park Ave 9/1/23-9/30/23	0.00	46.46	
<a href="#">LR5439655</a>	Invoice	08/25/2023	2821 Ridge Rd 9/1/23-9/30/23	0.00	84.24	
<a href="#">LR5439656</a>	Invoice	08/25/2023	701 Deer Creek Pkwy 9/1/23-9/30/23 & Loo...	0.00	245.91	
<a href="#">LR5439657</a>	Invoice	08/25/2023	636 Ridge Rd 9/1/23-9/30/23	0.00	216.14	
<a href="#">LR5439660</a>	Invoice	08/25/2023	1220 Fredrickson Pl 9/1/23-9/30/23	0.00	460.41	
<a href="#">LR5439661</a>	Invoice	08/25/2023	1240 Fredrickson Pl 9/1/23-9/30/23	0.00	396.73	
<a href="#">LR5439663</a>	Invoice	08/25/2023	1207 Park Ave W - Roll Off	0.00	481.76	
<a href="#">LR5440125</a>	Invoice	08/25/2023	1201 Park Ave W 9/1/23-9/30/23 & Loose Ya..	0.00	506.76	
20413	MATTHEW ARBIT	09/07/2023	Regular	0.00	50.00	189717
<a href="#">2053351</a>	Invoice	08/22/2023	Refund	0.00	50.00	
19997	JUST IN TIME POOL & SPA SERVICE	09/07/2023	Regular	0.00	1,800.00	189718
<a href="#">19873</a>	Invoice	05/22/2023	Surge tank cleaning	0.00	1,800.00	
19469	CHICAGO JEWISH FUNERALS	09/07/2023	Regular	0.00	250.00	189719
<a href="#">2053278</a>	Invoice	08/22/2023	Refund	0.00	250.00	
20077	MELISSA PARKER	09/07/2023	Regular	0.00	900.00	189720
<a href="#">20235</a>	Invoice	08/19/2023	2023 Summer Session	0.00	900.00	
19981	MIDWEST BONSAI SOCIETY	09/07/2023	Regular	0.00	100.00	189721
<a href="#">2053318</a>	Invoice	08/22/2023	Refund	0.00	100.00	
10006	NCPERS GROUP LIFE INSURANCE	09/07/2023	Regular	0.00	32.00	189722

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">3301082023</a>	Invoice	07/01/2023	NCPERS Group Life Insurance-August 2023 P...	0.00	32.00	
17635	NICHOLAS SUHADOLNIK	09/07/2023	Regular	0.00	595.00	189723
<a href="#">090523</a>	Invoice	09/05/2023	Payment for 8 baseball games officiated	0.00	595.00	
16856	NORTH SHORE CONGREGATION	09/07/2023	Regular	0.00	40.00	189724
<a href="#">2059853</a>	Invoice	08/28/2023	Refund	0.00	40.00	
20465	NORTH SHORE DRY CARPET AND UPHH	09/07/2023	Regular	0.00	1,248.00	189725
<a href="#">0008044</a>	Invoice	08/17/2023	Yearly Carpet Cleaning	0.00	1,248.00	
13604	NORTH SHORE GAS	09/07/2023	Regular	0.00	2,753.51	189726
<a href="#">081223 06081976...</a>	Credit Memo	08/12/2023	1801 Sunset Rd-Cancel a Service on 8/12/23	0.00	-61.33	
<a href="#">081523 06011450...</a>	Invoice	08/15/2023	636 Ridge Rd 7/1/23-7/31/23	0.00	266.59	
<a href="#">081523 06024054...</a>	Invoice	08/15/2023	1240 Fredrickson Pl (Hidden Creek) 7/1/23-7...	0.00	815.58	
<a href="#">081623 06011450...</a>	Invoice	08/16/2023	RCHP 7/14/23-8/14/23	0.00	418.04	
<a href="#">081823 06024054...</a>	Invoice	08/18/2023	2900 TrailWay Cunniff Park Shelter 7/15/23-...	0.00	49.88	
<a href="#">082023 06081976...</a>	Invoice	08/20/2023	1801 Sunset Rd 7/1/23-8/1/23	0.00	62.68	
<a href="#">082123 06011450...</a>	Invoice	08/21/2023	Deer Creek 7/15/23-8/16/23	0.00	368.80	
<a href="#">082123 06011450...</a>	Invoice	08/21/2023	1240 Fredrickson Pl 7/15/23-8/15/23	0.00	179.61	
<a href="#">082123 06022257...</a>	Invoice	08/21/2023	1390 Sunset Rd 7/15/23-8/15/23	0.00	375.54	
<a href="#">082123 06024054...</a>	Invoice	08/21/2023	1377 Clavey Rd 7/15/23-8/15/23	0.00	53.24	
<a href="#">082123 06024054...</a>	Invoice	08/21/2023	3100 Trail Way 7/15/23-8/16/23	0.00	43.76	
<a href="#">082123 06024054...</a>	Invoice	08/21/2023	Aquatic Park 7/15/23-8/15/23	0.00	181.12	
20075	NRG BUSINESS MARKETING	09/07/2023	Regular	0.00	4,370.30	189727
<a href="#">HS33791525</a>	Invoice	08/18/2023	3100 Trail Way (Centennial Ice) 7/1/23-7/31...	0.00	2,245.64	
<a href="#">HS33793348</a>	Invoice	08/21/2023	636 Ridge Rd 7/1/23-7/31/23	0.00	83.36	
<a href="#">HS33793349</a>	Invoice	08/21/2023	1240 Fredrickson Pl (Hidden Creek) 7/1/23-7...	0.00	2,041.30	
14901	GAME TIME	09/07/2023	Regular	0.00	64,321.75	189728
<a href="#">PJI-0214476</a>	Invoice	07/28/2023	2023 Moroney Park Improvements Project-P...	0.00	64,321.75	
19977	PROGRESSIVE TREE SERVICE, INC.	09/07/2023	Regular	0.00	810.00	189729
<a href="#">10408</a>	Invoice	08/11/2023	Foley's fallen tree cleanup 8/10/2023	0.00	810.00	
12211	RICOH USA, INC	09/07/2023	Regular	0.00	2,542.51	189730
<a href="#">5067727290</a>	Invoice	07/17/2023	Copies 6/17/23-7/16/23	0.00	1,231.09	
<a href="#">5067915713</a>	Invoice	08/17/2023	Copies 7/17/23-8/16/23	0.00	1,311.42	
20423	ROSS DEUTSCH	09/07/2023	Regular	0.00	717.60	189731
<a href="#">082823</a>	Invoice	08/28/2023	Remainder balance Due for HP Youth Basket...	0.00	717.60	
16459	SANTO SPORT STORE	09/07/2023	Regular	0.00	12,958.90	189732
<a href="#">709577</a>	Invoice	08/10/2023	31 Augusta Youth Henley/24 Augusta Adult ...	0.00	1,387.00	
<a href="#">709578</a>	Invoice	08/14/2023	64 Outdoor Trucker Caps	0.00	828.80	
<a href="#">709579</a>	Invoice	08/10/2023	Nike Youth/Adult Jerseys & Outdoor Caps	0.00	5,352.00	
<a href="#">709585</a>	Invoice	08/14/2023	10 Diamond EQ Bag Equipment Bag-Black	0.00	495.00	
<a href="#">709592</a>	Invoice	08/10/2023	Nike N223 Adult MLB Replica Jerseys	0.00	27.00	
<a href="#">709602</a>	Invoice	08/14/2023	55 Rawlings ROTB5 Level 5 Safety Baseballs	0.00	2,472.25	
<a href="#">709615</a>	Invoice	08/14/2023	1 Champro Youth Wild Card 2-Button Jersey	0.00	26.95	
<a href="#">709624</a>	Invoice	08/15/2023	40 Rawlings RPLB-1 Pony Game Baseballs	0.00	1,918.00	
<a href="#">709672</a>	Invoice	08/24/2023	4 Augusta Youth Henleys & 9 Augusta Adult ...	0.00	344.50	
<a href="#">709723</a>	Invoice	08/24/2023	12 Outdoor Caps MLB	0.00	107.40	
20317	STEPHANIE LUGER	09/07/2023	Regular	0.00	166.00	189733
<a href="#">2059752</a>	Invoice	08/28/2023	Refund	0.00	166.00	
12539	TESKA ASSOCIATES, INC.	09/07/2023	Regular	0.00	3,010.00	189734
<a href="#">13477</a>	Invoice	08/18/2023	Port Clinton Old Elm-Concept Design	0.00	3,010.00	
12591	THELEN MATERIALS, LLC	09/07/2023	Regular	0.00	819.10	189735
<a href="#">426538</a>	Invoice	08/12/2023	Super Fine Root Divot Mix/Compost CTG Se...	0.00	819.10	

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
18306	TROCH-MCNEIL PAVING COMPANY, IN	09/07/2023	Regular	0.00	77,453.75	189736
<a href="#">13879</a>	Invoice	08/21/2023	2023 Asphalt Improvements Project-10% Re...	0.00	26,920.67	
<a href="#">13881</a>	Invoice	08/25/2023	2022 Facility & Parks Asphalt Improvements ...	0.00	50,533.08	
17590	V3 CONSTRUCTION GROUP LTD	09/07/2023	Regular	0.00	3,995.00	189737
<a href="#">623701</a>	Invoice	07/07/2023	Millard Bluff Construction Observation 5/28-...	0.00	1,265.00	
<a href="#">723095</a>	Invoice	08/04/2023	Millard Bluff Construction Observation 6/25-...	0.00	2,730.00	
20460	VICTORIA HILTON	09/07/2023	Regular	0.00	79.00	189738
<a href="#">2055923</a>	Invoice	08/24/2023	Refund	0.00	79.00	
10650	WOODHOUSE TINUCCI ARCHITECTS LL	09/07/2023	Regular	0.00	5,847.50	189739
<a href="#">02-5492</a>	Invoice	04/03/2023	799 Central Feasibility Study	0.00	5,847.50	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	135	65	0.00	503,268.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>135</b>	<b>65</b>	<b>0.00</b>	<b>503,268.48</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	9/2023	503,268.48
			<u>503,268.48</u>





Park District of Highland Park, IL

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Packet: APPKT03764 - Bank Draft 8/15/23 Health Equity  
INV5521411

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
19658	HEALTHEQUITY INC	08/15/2023	Bank Draft	0.00	60.00	DFT0004384
<a href="#">INV5521411</a>	Invoice	08/15/2023	Visa Card Payments-HCFSA 2023	0.00	60.00	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	60.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>60.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	60.00
			<hr/>
			<b>60.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03766 - Bank Draft 8/21/23 Health Equity INV5541235

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
19658	HEALTHEQUITY INC	08/21/2023	Bank Draft	0.00	1,318.02	DFT0004385
<a href="#">INV5541235</a>	Invoice	08/21/2023	PMB Payments DCFSA/HCFA Visa Card Pay...	0.00	1,318.02	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,318.02
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>1,318.02</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	1,318.02
			<hr/>
			<b>1,318.02</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03769 - Bank Draft 8/23/23 Quadient Postage

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
18904	QUADIENT FINANCE USA, INC	08/23/2023	Bank Draft	0.00	1,000.00	DFT0004386
<a href="#">082323</a>	Invoice	08/23/2023	Postage 7/31/23 & 8/4/23	0.00	1,000.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,000.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>1,000.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	1,000.00
			<hr/>
			<b>1,000.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03771 - Bank Draft 8/24/23 Unemployment Insurance Tax Payment

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
11188	ILLINOIS DEPT OF REVENUE	08/24/2023	Bank Draft	0.00	354.00	DFT0004399
<a href="#">081523 0802147</a>	Invoice	08/24/2023	Unemployment Insurance Tax Payment Acct...	0.00	354.00	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	354.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>354.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	354.00
			<hr/>
			<b>354.00</b>





Park District of Highland Park, IL

# Check Register

Packet: APPKT03773 - Bank Draft 8/25/23 ICMA Roth

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
12825	ICMA RETIREMENT TRUST #705568	08/25/2023	Bank Draft	0.00	285.00	DFT0004401
<a href="#">082523 ICMA Roth</a>	Invoice	08/25/2023	Pay Period 8/25/23 ICMA Roth IRA Plan#705...	0.00	285.00	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	285.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>285.00</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	285.00
			<hr/>
			<b>285.00</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03775 - Bank Draft 8/28/23 Health Equity INV5558718

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
19658	HEALTHEQUITY INC	08/28/2023	Bank Draft	0.00	103.95	DFT0004403
<a href="#">INV5558718</a>	Invoice	08/28/2023	August 2023 HCFS/DCFS/HCDCFS Admin...	0.00	103.95	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	103.95
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>103.95</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	103.95
			<hr/>
			<b>103.95</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03774 - Bank Draft 8/28/23 Health Equity INV5573830

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
19658	HEALTHEQUITY INC	08/28/2023	Bank Draft	0.00	640.58	DFT0004402
<a href="#">INV5573830</a>	Invoice	08/28/2023	2023 PMB Payments HCFSA /Visa Card Paym...	0.00	640.58	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	640.58
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>640.58</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	640.58
			<hr/>
			<b>640.58</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03781 - Bank Draft 8/31/23 Health Equity INV5093034

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
19658	HEALTHEQUITY INC	08/31/2023	Bank Draft	0.00	88.55	DFT0004405
<a href="#">INV5093034</a>	Invoice	08/31/2023	April 2023 HCFS/DCFS/HCDCFS Admin F...	0.00	88.55	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	88.55
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>88.55</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	88.55
			<hr/>
			<b>88.55</b>





Park District of Highland Park, IL

# Check Register

Packet: APPKT03782 - Bank Draft 8/31/23 Health Equity INV5209968

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
19658	HEALTHEQUITY INC	08/31/2023	Bank Draft	0.00	92.40	DFT0004406
<a href="#">INV5209968</a>	Invoice	08/31/2023	May 2023 HCFSA/DCFSA/HCDCFSA Admin F...	0.00	92.40	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	92.40
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>92.40</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	92.40
			<hr/> 92.40



Park District of Highland Park, IL

# Check Register

Packet: APPKT03785 - Bank Draft 9/5/23 Health Equity INV5596630

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: PAYROLL-PAYROLL BANK</b>						
19658	HEALTHEQUITY INC	09/05/2023	Bank Draft	0.00	332.31	DFT0004407
<a href="#">INV5596630</a>	Invoice	09/05/2023	PMB Payments-DCFSA /Visa Card Payments-...	0.00	332.31	

**Bank Code PAYROLL Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	332.31
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>332.31</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	9/2023	332.31
			<hr/>
			<b>332.31</b>



Park District of Highland Park, IL

# Check Register

Packet: APPKT03776 - P-Card Statement 7/8/23-8/7/23

By Vendor DBA Name

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP BANK						
10313	BOA P-CARD STATEMENTS	08/07/2023	Bank Draft	0.00	288,329.48	DFT0004404
<a href="#">80723</a>	Invoice	08/07/2023	P-Card with PA	0.00	288,329.48	

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	288,329.48
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>288,329.48</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	8/2023	288,329.48
			<hr/>
			<b>288,329.48</b>



Park District of Highland Park, IL

# Payment Reversal Register

APPKT03765 - 8/22/23 Void Check# 188905 Amalgamated Bank of Chicago

## Payables Left To Pay Again

Vendor Set: 01 - Vendor Set 01

Bank: AP - AP BANK

Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">10111</a>	AMALGAMATED BANK OF CHICAGO				-475.00
Payment Type	Payment Number	Original Payment Date	Reversal Date		Payment Amount
Check	<a href="#">188905</a>	02/16/2023	08/22/2023		-475.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<a href="#">Trust# 1857151003</a>	Administrative Fee 02/01/23-01/31/24	02/01/2023	02/15/2023		475.00

### Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP	0.00	-475.00	-475.00
<b>Report Total:</b>	<b>0.00</b>	<b>-475.00</b>	<b>-475.00</b>