

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT/CBD PARKING**

WHEREAS, the Village of Downers Grove, an Illinois Municipal Corporation, (hereinafter referred to as the "Owner") and Desman Associates, a division of Desman, Inc. (hereinafter referred to as the "Architect") have previously entered into a professional services agreement related to the proposed Downers Grove CBD parking facility dated February 3, 1999, (hereinafter referred to as the "Agreement"); and,

WHEREAS, the parties have agreed to amend the agreement as provided herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and conditions, the parties agree as follows:

SECTION 1. The project description on page 1 is deleted and replaced with the following:

Professional Services for the Design and Engineering of an Approximately 800 car multi-level parking facility to be constructed mid block between Curtiss Street on the North; Maple Ave. to the South; Main Street to the West; and Washington Street to the East.

SECTION 2. Section 11.2.1 is amended by deleting the entire paragraph beginning "Lump Sum fee for" and replacing same with the following

Lump Sum Fee for Basic Services of \$768,000 based on 8% percent of an Assumed Construction Cost of \$9,600,000. Phases 2 and 3 are subject to adjustment after computation of the Design Development Phase Estimate of Probable Construction Cost based upon the 8% of final estimated Construction Costs.

SECTION 3. The fee schedule set forth in Section 11.2.2 is amended by deleting the existing schedule and replacing it with the following:

Phase 1

• Schematic Design Phase.....	\$115,200 (15%)
• Design Development Phase	\$153,600 (20%)
Total Phase 1.....	\$268,800 (35%)

Phase 2

• Construction Document Phase.....	\$307,200 (40%)
• Bidding or Negotiation Phase	\$ 23,040 (03%)

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Total Phase 2.....\$330,240 (43%)

Phase 3

• *Construction Phase*.....\$168,960 (22%)

Total.....\$768,000 (100%)

SECTION 3. The fee schedule set forth in Section 11.2.2 is amended by deleting the existing

schedule and replacing it with the following:

Parking Operations/Management Planning Study.....\$30,000

Program Definition/Concept Development Phase.....\$22,000

Parking Demand Study.....\$13,000

SECTION 4. The fee schedule set forth in Attachment C is amended by deleting the existing

schedule and replacing it with the following:

Principal \$150/hour

Associate \$120/hour

Project Manager \$110/hour

Architect/Engineer \$100/hour

Technician \$80/hour

CAD Operator/Draftsperson \$70/hour

SECTION 5. Section I(A)2 of Attachment D is deleted.

SECTION 6. Section I(H)1 of Attachment D is deleted and replaced with the following:

During the Construction of the new parking facility it will be necessary to provide alternate parking for parkers who usually park on the proposed garage site.

SECTION 7. Replace the term "Curtiss Lot" with "Proposed Garage Site" throughout

agreement, including, but not limited to Section I(H)1 of Attachment D.

SECTION 8. Section I(I) of Attachment D is deleted.

SECTION 9. Section I(L) of Attachment D is deleted.

SECTION 10. Section I(M) of Attachment D is deleted.

SECTION 11. Section I(N) of Attachment D is deleted.

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SECTION 12. Section I(O) of Attachment D is deleted.

SECTION 13. Section II (Signage Plans for the CBD) of Attachment D is deleted and replaced with the following:

II. PARKING DEMAND STUDY

In order to complete the study tasks, Desman Associates has formulated a logical and realistic approach for analyzing the Downers Grove Garage Project. In concert with the Village Manager's Office, Desman will prepare a Parking Need Assessment and Financial Feasibility Analysis that will accomplish the following objectives:

- 1. Assess the existing and future parking demand for the proposed facility*
- 2. Determine, by block, existing and future parking demand, supply and surplus/deficiency given proposed development activity.*
- 3. Assess the existing and future parking demand as well as efficacy for an additional facility north of the Downers Grove Library building.*

PHASE A: EXISTING AND FUTURE PARKING NEED ASSESSMENT

Task A - 1 Organizational Meeting:

Desman staff will meet with appropriate village staff, the project design team, and other appropriate parties involved in the project to discuss the important facets of the study and to outline a list of base data needed to successfully complete the assignment. At this time, all information available from the village and others not already in hand will be collected and reviewed. Any additional information that is desired will also be specified.

At this meeting, DESMAN will also want to be informed of any factors or circumstances that may potentially influence present/future parking conditions, project costs, project income potential, development schedule, or the timely completion of the work tasks outlined for the study.

Task A-2 Develop and Implement Data Collection Plan:

Following the assessment of available data, a data collection plan will be developed and submitted for review, discussion and approval prior to actual implementation. The data collection plan will consist primarily of fieldwork to verify available information and/or to gather new information needed for the successful completion of the study, and will include:

Review Parking Inventory - *The current inventory of parking spaces within the Study Area will be reviewed to ensure that the location of all public/private, off/on-street spaces can be verified. Past experience dictates that the method by which on-street spaces are*

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inventoried (that is normally designated by block) can result in substantially differing supply totals. (Generally the study area is defined with 800- to 1,000' of the site in all directions).

Evaluate Existing Occupancy - *If parking usage data are not readily available for on- and off-street parking facilities within the study area, Desman will survey the occupancy of parking facilities throughout the study area. Various techniques for data collection will be discussed with the village and an approach that will produce the most timely and reliable survey results will be agreed upon. The typical turnover and duration of stay data at on-street parking spaces in that area will be studied.*

Land Use Inventories - *The consultant will also be responsible for organizing and analyzing data on present land use activities within the study area. To the extent that recent and reliable data that specify use, gross square footage (GSF) and percent occupancy (vacancy rates) of buildings in the study area are available, the consultant will inventory and compile land use data on a block-by-block basis.*

Task A-3 Existing Parking Demand and Supply:

Estimates of peak hour demand will be determined based on interviews, field data and standards developed previously. Parking demand that is assumed to be generated by existing land uses and building occupancy levels will be compiled. The parking demand estimates will be stratified over the course of a typical weekday to produce a model of the peak period demand level. Reasonable walking distances for employees, visitors and patrons will be factored into the parking demand model for the study area.

The supply of parking within the study area will be broken down by block and by ownership (private/public), location (on-street/off-street) and other characteristics (parking rates, regulations, access). Under the assumption that selected parking standards reflect realistic peak hour demand for each land use, an estimate of parking shortfall or surplus can be made for each block. These estimates will be verified by random occupancy counts of various facilities during typical weekdays to ensure accuracy.

Summary tables of existing demand (by time of day and week), supply and surplus/shortfall will be presented in both graphic and tabular format and broken down by accumulation over the course of a weekday. Supply will be split between public/private and on/off-street spaces.

Task A-4 Assessment of Future Parking Conditions:

The assessment of existing parking conditions prepared as Task A-3 will be utilized as a basis to assess short - and long-range parking conditions. Future parking conditions will be evaluated using City growth estimates and/or demand estimates associated with specific projects that are under construction, planned or proposed. New construction that may replace existing surface parking will be factored into the future estimate of parking supply.

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Through this approach, the parking space surplus and deficiencies will be evaluated.

Anticipated parking usage based on existing characteristics will be used to establish transient (short duration of stay) and daily parking requirements, according to the mix of uses. Seasonal fluctuations will be examined to establish annual parking trends and peak periods during the year.

Future parking demand estimates will be presented for the date of opening and over a 5-year period after opening. The demand projections will factor in all the assumptions regarding new development, building occupancy trends, employment growth and other proposed parking projects in the study area to arrive at "optimistic" and "pessimistic" annual parking demand growth rate.

Task A-5 Prepare Technical Memorandum #1:

A concise memorandum will be prepared documenting our findings. This document will include appropriate charts, graphics and descriptive text. Draft copies will be submitted for review and comments prior to a presentation meeting.

Task A-6 Phase Meeting/Presentation:

A meeting will be conducted by Desman staff to present and discuss our findings. Comments will be solicited and revisions made to the Technical Memorandum as appropriate.

SECTION 14. The second and third sentences of Section III(A)1 of Attachment D are deleted.

SECTION 15. Except as modified herein, the Agreement shall remain in full force and effect.

This Agreement entered into this ____ day of _____, 2000.

VILLAGE OF DOWNERS GROVE
Mike McCurdy, Village Manager

DESMAN ASSOCIATES

By: _____

Title: _____

Attest: _____
Village Clerk

Draft: Monday, December 18, 2000
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AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the Third day of February in the year of
Nineteen Hundred and Ninety-Nine

BETWEEN the Owner: VILLAGE OF DOWNERS GROVE, ILLINOIS
(Name and address) 801 Burlington Avenue
Downers Grove, IL 60515-4776

and the Architect: DESMAN ASSOCIATES
(Name and address) A Division of Desman, Inc.
300 West Washington Street, Suite 1010
Chicago, IL 60606

For the following Project:
(Include detailed description of Project, location, address and scope.)

Professional Services for the design and engineering of an approximately 600-car multi-level parking facility to be constructed on the Curtiss Lot, and possibly Kot K, located between Burlington Avenue and Curtiss Street in downtown Downers Grove. The facility may be design to accommodate ground level commercial/retail space. The facility will also be designed to accommodate possible future expansion. Design of interior finishes or build-out of possible ground level commercial/retail space is by others.

The Owner and Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT—See Attachment

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect, ~~with consent of the Contractor, which consent shall not be unreasonably withheld.~~

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

- 3.4.4** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5** Providing services relative to future facilities, systems and equipment.
- 3.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7** Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10** Providing detailed estimates of Construction Cost.
- 3.4.11** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12** Providing analyses of owning and operating costs.
- 3.4.13** Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14** Providing services for planning tenant or rental spaces.
- 3.4.15** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19** Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining 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.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, See Attachment E.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

5.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

5.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

See Attachment B

~~7.1~~ Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

~~7.2~~ Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

~~7.3~~ No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.

~~except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.~~

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and all Termination Expenses as defined in Paragraph 9.7.

8.7 ~~Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:~~

- ~~1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or~~

- ~~2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or~~
- ~~3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.~~

See Attachment E.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of ~~the principal place of business of the Architect,~~ the State of Illinois.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

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

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of ZERO Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Lump sum fee for Basic Services of \$480,000 based on 8.00 percent of an assumed construction cost of \$6,000,000, subject to adjustment after completion of the Design Development Phase estimate of probable construction cost.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	\$ 72,000	percent (15%)
Design Development Phase:	\$ 96,000	percent (20%)
Construction Documents Phase:	\$192,000	percent (40%)
Bidding or Negotiation Phase:	\$ 15,000	percent (03%)
Construction Phase:	\$105,000	percent (22%)
Total Basic Compensation:	\$480,000	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Desman may provide a full time (40 hours per week) project representative at the job site during the construction phase. This full time representative will be in addition to normal periodic site visits as described under Article 2.6 and Attachment A. The weekly number of hours the full time representative will be at the site may be decreased at some point during the construction phase period at the discretion and authorization of the Owner. Compensation for a full time project representative will be on an hourly rate basis as described in Attachment C.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Parking Operations/Management Planning Study	\$58,000
Program Definition/Concept Development Phase	\$46,000
Signage Plans for the CBD	\$38,000

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (1.10) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 ~~Payments are due and payable. Amounts unpaid () days from the date of the Architect's invoice () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of interest agreed upon.)~~ Payments shall be made in accordance with the provisions of the Illinois Governmental Prompt Payment Act & interest shall be paid on unpaid sums as provided herein. *(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

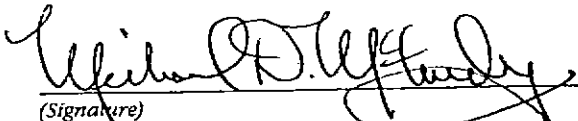
**ARTICLE 12
OTHER CONDITIONS OR SERVICES**

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

Attachment D

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

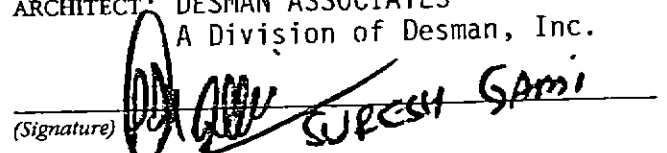
OWNER: VILLAGE OF DOWNERS GROVE, IL



(Signature)

MICHAEL D. McCURDY
(Printed name and title)

ARCHITECT: DESMAN ASSOCIATES
A Division of Desman, Inc.



(Signature)

EXECUTIVE VICE PRESIDENT
(Printed name and title)



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

ATTACHMENT A

The following scope items for services during the Construction Phase are in support of AIA Document 141, Article 2.6:

1. Conduct pre-construction conference necessary for effective construction of the project. Clarify lines of communication, policies, routing of shop drawings, correspondence, etc., and distribute meeting minutes.
2. Maintain the following documents during construction and deliver to the Owner upon project completion.
 - One set of approved construction Contract Documents
 - Construction change directives
 - Additional drawings issued subsequent to execution of the construction Contract Documents
 - Desman's clarifications and interpretations of the construction Contract Documents
 - Progress Reports
3. Conduct periodic on-site observation of the construction, as appropriate, at each stage of construction to become familiar with the progress and quality of the work completed. Frequency of trips to the site will average two visits per month.
4. Provide periodic Status Reports summarizing the progress of the work-to-date, general conditions of the work, problems, and resolutions or proposed resolutions of problems.
5. Review and certify construction Contractor's applications for payment.
6. Review, provide recommendations and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction by the Owner or of separate Contractors, while allowing sufficient time to permit adequate review.
7. Prepare change orders, including applications for extensions of construction time and construction change directives with supporting documentation and data, if deemed necessary. Evaluate the cost and scheduling aspects of all change

orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work.

8. Upon substantial completion, observe the construction work and prepare a listing of those items to be completed or corrected before final completion of the contract.
9. Upon completion or correction of the items of work on the punchlist, conduct a final observation to determine if the work was completed. Provide written recommendations concerning final payment to the Owner, including a list of items, if any, to be completed prior to the making of such payment.
10. During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed.
11. Upon the completion of the project, prepare a set of reproducible record as-built drawings, as prepared and submitted by the Contractor, showing significant changes in the work made during construction.
12. Perform post-construction inspection of warranty/guarantee items prior to their expiration (if requested).

ATTACHMENT B

Supplement to AIA Doc. No. B141

Delete Subparagraphs 7.1, 7.2, 7.3, and 7.4 and substitute the following:

7.1 DISPUTE RESOLUTION

If a dispute arises between parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies.

- .1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- .2 If, within (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the construction mediation rules of the American Arbitration Association or any other mutually agreeable mediation firm. The parties will jointly appoint a mutually acceptable mediator.
- .3 The expenses of witnesses, document or exhibit preparation and the like, for either side shall be paid by the party producing such witnesses or incurring such expenses. All other expenses of the mediation, including required traveling and other expenses of the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise. For the purpose of this Subparagraph, legal fees and costs of the parties shall not be considered a mediation expense.
- .4 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of (30) days. If the parties are not successful in resolving the dispute through the mediation, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

ATTACHMENT C

Additional services as described in paragraph 3.2 will be provided at our normal hourly rates as outlined below;

Principal	\$125/hr
Associate	\$105/hr
Project Manager	\$105/hr
Architect/Engineer	\$95/hr
Technician	\$75/hr
CAD Operator/Draftsperson	\$65/hr

The above rates are effective through December 31, 1999

ATTACHMENT D

I. PARKING OPERATIONS/MANAGEMENT PLANNING STUDY

The major purpose for this study is to prepare a parking operations and management plan for the proposed parking facility. This study will include sections on an alternative parking location plan for parkers displaced during garage construction, estimated financial performance of the Village parking system before and after the garage has been completed, a traffic plan for the site, and a wayfinding/signage plan. The following work program tasks are included:

A. Organizational Meeting

1. Following receipt of a Notice to Proceed, Desman staff will meet with Village staff to discuss the technical aspects of the study and to outline a list of data needed to successfully complete this assignment. The scope of services will be finalized and a timetable for the study will be developed. In addition, all relevant information and data concerning the Village's parking operation should be made available for our review.
2. It is anticipated that the organizational meeting will occur on approximately March 15, 1999.

B. Data Collection and Review of Existing Parking Data

1. It is anticipated that the Village will be able to provide most of the data and information concerning the municipal parking operation. The following information, if available, will be most useful for the successful completion of this assignment:
 - a. An inventory of all parking spaces that are located in Village owned parking facilities. This information should be summarized by on-street metered and unmetered spaces and the off-street spaces by designated user (i.e. commuter, downtown employee, and visitor).
 - b. Occupancy data for each parking facility and the on-street spaces. This data should have been collected on a typical weekday during the time of peak occupancy for the entire parking inventory located within the study area. If possible, this information should be summarized on a block by block basis

and should include on-street, public off-street and private off-street spaces.

- c. Maps showing Village operated parking facilities and on-street meter and unmetered parking spaces.
 - d. Previously completed parking studies that were prepared for the Village either internally or by outside firms.
 - e. Operating and capital budgets for the municipal parking system.
 - f. Historical operating revenue and expense data for the past five years for the municipal parking system.
 - g. Information as to any rate changes and/or changes to the facilities in the parking system during that time period.
 - h. A financial projection of the Village's parking system for future years.
 - i. Income (revenue and expense) statements for each Village owned parking facility, the on-street parking meter program, parking enforcement operations, and any other parking component that is part of the Village's parking system. This includes summaries of each fund that either receives or disburses money that is used for parking operations.
 - j. Parking rates that are currently charged in each of the public parking facilities and parking meter rates. A schedule of parking fines and the offenses for which they are levied should be included with the parking rate submittal.
 - k. Parking rates charged in privately owned parking facilities.
 - l. Waiting lists for monthly parkers in Village owned parking facilities.
2. Desman staff will visually inspect the entire study area. As a part of this inspection, a check of inventory and occupancy data will be made to assure ourselves that we have the correct view of the conditions.
 3. Maps of parking locations will be updated, if needed, to indicate where current on-street and off-street parking spaces are located.

C. Review Municipal Parking Operations

1. A review of the Village owned parking system will be undertaken to ensure that it is functioning in a cost-effective manner. Since the method of financing that the Village uses to finance the proposed Curtiss Garage requires that the parking system meet certain financial performance levels, it is important that it be operated in a similar manner to a private corporation.
2. Parking rates will be reviewed to ensure that the rate schedule is able to maximize operating revenues while providing affordable parking to the diverse users of the parking facilities. Parking rates charged in nearby suburban communities will be analyzed to ensure that parking rates in Downers Grove fall within a comparable range.
3. Recommendations, when appropriate, will be made where improvements can be made that would have a positive impact on the financial performance of the parking system.

D. Estimate Financial Performance

1. Based on current operations and the proposed future changes to the Village parking operation, a financial proforma will be produced for the Village's parking system. This proforma will reflect how well the existing parking operation is able to satisfy its financial obligations and it will estimate the financial feasibility of the proposed parking facility on the municipal parking system. The proforma will include actual financial data and a five year projection of operating revenues and expenses for the Village's parking system.
2. The financial analysis will include current parking operations, the garage construction, and future performance after the garage has been completed. In addition, the financial impact of the Tax Incremental Financing (TIF) District, Metra, and other public funding participation in providing financial assistance to the new parking structure will be evaluated. If the sale of general obligation or parking revenue bonds is required to finance the parking facility, this information will be incorporated into the financial proforma. Other sources of funds to construct the parking facility will be included in the financial analysis.
3. Several parking rate scenarios will be reviewed for both the garage, other Village operated parking lots and the parking meters in order

to determine the most financially beneficial rate schedule that will be needed once the garage has been completed.

E. Identify Possible Funding Sources for Parking Facility

1. Desman staff will identify and direct Village staff to possible federal and state funding sources, such as CMAQ and ISTEA, that may be available to cover some or all of the capital costs of the parking facility.
2. Desman staff will work with Village staff to secure capital improvement funds from Metra to help cover some of the parking facility's construction costs. As incorporated into the parking operations plan, commuter rail passenger parking could be included in the user groups who will have access to the parking facility.
3. Design requirements associated with obtaining grant money, which may impact the capital costs of the parking facility will be examined to ensure that acceptance of these funds represents a sound investment decision.

F. Prepare Technical Memorandum No. 1

1. A draft report will be prepared documenting the current municipal parking operations. Included in this report will be an evaluation of current usage of the Village's off-street and on-street parking facilities and how well these parking facilities are performing on a financial basis. In addition, this report will estimate future financial performance of the Village's parking operation including the Curtiss Garage.
2. Copies of the report will be sent to the Village for review.

G. Meeting/Presentation

1. A meeting will be held with the Village Council and staff to present and discuss the findings and recommendations in Technical Memorandum No. 1. Comments will be solicited and revisions made to this report. At this meeting it is anticipated that the Village will decide on the financing strategy that will be used to pay for the garage.
2. Copies of the revised Technical Memorandum No. 1, which will incorporate the preferred financing strategy for the new garage, will be distributed to the Village.

H. Prepare Curtiss Lot Construction Parking Plan

1. During the construction of the new parking facility it will be necessary to provide alternate parking for parkers who usually park in the Curtiss Lot. Desman staff will coordinate with Earth Tech staff for the preparation of the construction parking plan for the Curtiss Lot, which will include parking for construction workers.
2. As a part of this plan, signs directing parkers to alternative locations will need to be installed to direct parkers to interim parking areas. It may be necessary for the Village to either remove or relocate some of the existing parking directional signs during the construction period. Although the relocation plan's main focus is to provide temporary replacement parking spaces for the Curtiss Lot, some reassignment of parkers in other Village parking lots may occur if it results in an improved parking situation for the affected parkers.

I. Street Construction Parking Plan

1. Many streets in the CBD have been temporarily closed for the repair and replacement of underground sewers and utilities. New pavement and streetscape improvements are being completed as a part of this major construction project. Desman will coordinate with Earth Tech for the temporary relocation of on-street parking spaces that must be eliminated during street construction. This project will impact the streets located near the Curtiss Lot.
2. Curtiss Street will be under construction during 2000, which will coincide with construction of the new parking facility. Because some on-street parking spaces may have to be eliminated during the construction work, it may be necessary to provide additional parking elsewhere in the CBD to replace these spaces during this construction work.
3. A plan will be developed so that the street construction program and the construction of the new parking facility can be completed with a minimum of disruption to traffic flow and parkers in the CBD.

J. Prepare Technical Memorandum No. 2

1. A draft report will be prepared describing a plan to accommodate parkers that are displaced from the Curtiss Lot during garage construction. Parking for construction workers will also be included in this report. Because the ongoing street improvement project will

impact several streets that are located near the garage site, this report will include recommendations as to where displaced parkers from the Curtiss Lot, construction workers, and parkers who park on the affected streets should be relocated.

2. Copies of the report will be sent to Village staff for review.

K. Meeting/Presentation

1. A meeting will be held with Village officials to present and discuss the findings and recommendations in Technical Memorandum No. 2.
 2. Comments will be solicited and revisions made to this report.
2. Copies of the revised Technical Memorandum No. 2 will be distributed to Village staff for presentation to the Village Council.

L. Site Traffic Plan

1. Earth Tech staff will conduct a field reconnaissance of the site and adjacent roadways to inventory existing conditions and traffic characteristics. Peak-hour traffic counts will be collected at appropriate locations around the site. Any previous traffic counts and studies conducted in the past will be used, if possible.
2. Estimates of peak-hour trips that will be generated to and from the proposed parking structure will be based on data developed in recent past studies.
3. The peak-hour trips that will be generated to/from the proposed structure will be assigned to the area roadways based on distribution determined in previous studies. Capacity analyses will be conducted for the adjacent signalized intersections. The analyses will identify needed modifications to operate at acceptable levels of service and vehicular delay.

M. Prepare Technical Memorandum No. 3

1. A draft report will be prepared summarizing the results of the site traffic analysis. This report will include current peak period traffic count data from those adjacent streets that will be impacted by the new parking structure and estimates of peak period traffic volumes once the parking facility becomes operational. Recommended changes, if needed, to adjacent streets to increase vehicle capacity and adjustments in signalized intersections will be included in this report.

2. Copies of the report will be sent to Village staff for review.

N. Meeting/Presentation

1. A meeting will be held with Village staff to present and discuss the findings and recommendations in Technical Memorandum No. 3.
2. Comments will be solicited and revisions made to this report.

O. Wayfinding/Signage Plan for New Parking Facility

1. Desman will develop comprehensive signage plans for the entire CBD. A discussion of various topics and scope of services for these plans is described in Section II of Attachment D. Directional signage to direct parkers entering the CBD to the new garage will be part of the design plans.
2. A signage/wayfinding plan for the interior areas of the new parking garage will be part of Desman's "Basic Services" under the Design Development and Construction Documents phases listed in the AIA B141 document.
3. Internal garage signage is needed not only for vehicles that are attempting to park, but also signs must be well placed to direct parkers to the garage exits. In addition to directional signs, a parking space identification program is most important to the successful operation of the parking facility. Identification signs that indicate the level where a vehicle is parked plus additional signs identifying the row and possibly the individual parking space must be included as part of the signage package under our "Basic Services."
4. Pavement markings are an important part of the signage package in most parking structures. Besides the parking stall lines, directional arrows and parking space numbers are uses of pavement markings that may be appropriate in the new garage. In order to minimize vehicle and pedestrian conflicts within the garage, the signage program must be able to direct pedestrians to the nearest stairway or elevator from their parking location.

P. Parking Operations Plan

1. The new parking facility will add several hundred new parking spaces in the CBD. As a result, all Village operated parking

facilities need to be reviewed to determine whether or not they are serving the CBD in an optimal manner. The proposed parking operations plan will become effective after the street construction project has been completed and all Village operated parking spaces have returned to operation. The mix of parkers for which spaces in the new garage will be allocated must be determined before any reallocation of parking spaces in other parking facilities can be made.

2. Parking spaces assigned for commuter use may be reallocated so that those commuters who live south of the railroad tracks are assigned to parking facilities that are located south of the railroad tracks. Likewise, those commuters who reside north of the railroad tracks would be assigned to parking areas that are located to the north as a means of minimizing traffic flow at grade crossing locations. Parking facilities and spaces that are allocated to downtown employees should be in locations that minimize walking distances to their work places. Shopper and visitor parking spaces should be located in parking facilities and on-street locations that are close to their destinations.
3. Parking regulations will be reviewed and, if necessary, recommendations will be made for changes that would ensure that the parking spaces are used by the parkers for which they are intended. Without regulations that provide for proper enforcement of the parking spaces in the CBD, the parking operations plan will not be successful and many of the current parking problems will continue.

Q. Prepare Technical Memorandum No. 4

1. A draft report will be prepared documenting the proposed operation of the Village's parking facilities as well as the on-street metered and unmetered parking spaces. Included in this report will be the recommended usage of each off-street parking facility and the new parking garage. On-street parking spaces will be included in the plan. Because the new parking facility will eliminate some of the parking shortage in the CBD, shoppers and visitors are expected to better utilize on-street parking spaces. Likewise, the mix of downtown employee and commuter parking spaces can be adjusted so that both groups are well served.
2. Copies of the report will be sent to the Village for review.

R. Meeting/Presentation

1. A meeting will be held with the Village Council and staff to present and discuss the findings and recommendations in Technical Memorandum No. 4. Comments will be solicited and revisions made to this report. At this meeting it is anticipated that the Village will finalize the parking operations plan.
2. Copies of the revised Technical Memorandum No. 4 will be distributed to the Village.

II. SIGNAGE PLANS FOR THE CBD

The Village CBD will be undergoing numerous public improvements over the next few years. One such improvement is the infrastructure and streetscape program. The other is the construction of a new multi-level parking structure along with possible user classification changes to other public parking areas.

To accommodate these improvements, existing directional signage for parking facilities and other points of interest/major destinations needs to be evaluated and upgraded accordingly. In addition, temporary signage is needed to direct parkers to Village owned parking facilities during construction of the new parking structure.

Desman Associates will provide the temporary and permanent signage design while working in close coordination with Earth Tech with regards to the infrastructure and streetscape improvements, which are currently underway in the CBD. The signage design program will be limited to the CBD as outlined on the map shown on page D-14.

Good signage design is a balance between criteria, which is measurable and/or predictable, and aesthetics. In developing a signage program for Downers Grove, the following elements will be studied:

- **Readability:** the quality that enables the observer to correctly perceive the information content of letters or numbers grouped together in words, sentences, or other meaningful relationships.
- **Typeface:** the typeface size required for recognition of letters or numbers is a function of the distance from which they must be seen and comprehended within a set of given conditions.
- **Contrast:** contrast between letters and their background (figure/ground) has possibly the most decisive effect on readability. Generally, the greater the contrast

between the two, the more distinguishable the figure.

- **Color:** color strongly influences readability. Studies have shown white on black and yellow on black to be the most visible. More importantly, certain color combinations are difficult to focus on and cause difficulty in reading.
- **Flexibility:** flexibility is an attempt to cope with change. Consideration of frequency of change, vandalism, fabrication, and in-house capabilities will be addressed.
- **Hierarchy:** Information presented in the signage program falls into three categories:
 1. Downtown Identification – Primary purpose is to identify the downtown edge.
 2. Downtown Informational – Includes a downtown directory, directional, informational, regulatory, and event signage.
 3. Building/Parking Identification – Building or destination name.

SCOPE OF SERVICES

A. Schematic Design - Project Initiation

1. Identify needs, prepare written brief of desired functional, operational and image needs.
2. Identify needs, prepare written brief of desired functional, operational and image needs.
3. Assemble information about Downers Grove, i.e. history, tradition culture, etc. Compile drawings of sites, buildings, parking lots and roadways—present and planned.
4. Develop a final scope of desired/needed services, project time schedule, and a budget.

B. Inventory and Analysis

1. Review architectural and landscape plans of existing or planned facilities and site conditions, existing sign programs, and available information about the community's history, traditions and culture.
2. Meet with representatives of Downer Grove and review program objectives, schedules, budgets, project review and approval procedures, the design process and any known environmental

constraints.

3. Visit the community and become familiar with present conditions and functional and operational needs of the downtown. Review existing and proposed pedestrian and vehicular traffic flows.
4. Research applicable regulation and code information.
 - a. Manual on Uniform Traffic Control Devices
 - b. Municipal Sign Ordinances
 - c. Building Codes
 - d. Uniform Federal Accessibility Standards

C. Signage Hierarchy

1. Determine users.
2. Determine locations at which information is necessary for identification, directional decisions, user/visitor orientation and interpretive expression.
3. Establish information priorities. (Primary, Secondary, Tertiary).
4. Establish criteria for legibility, readability, placement, flexibility, maintenance, management, disabled accessibility, and terminology/symbology.
5. Establish a hierarchy of sign types to meet defined information/identification needs.
6. Investigate colors, materials, typography, fabrication methods, mounting/installation techniques, symbology and graphic layout options.
7. Estimate probable construction costs for individual sign types.
8. Present program to Downers Grove representatives with supportive visual materials.

D. Design Development

1. Refine and develop details of sign forms, sizes, materials, colors, typography, mounting methods, symbology, graphic spacing layouts and permitting requirements.
2. Prepare placement and message schedule.
3. Obtain estimates of fabrication costs.
4. Present developed design recommendations and budgets for review and approval.

E. Construction Documents

1. Prepare final sign location and sign message schedules.
2. Prepare written material, color, finish, fabrication, and installation specifications.
3. Prepare plan and elevation design control drawings of individual sign types with graphic layouts, dimensions, and critical design details.

F. Bid/Award and Contract Administration

We understand that the Village of Downers Grove will fabricate and install the signage using the Village's own internal resources, i.e. Public Works Department. Desman will, however, provide the following services based on that arrangement:

1. Review shop drawings, color, and material samples for adherence to specifications.
2. Visit the Village's sign shop to verify design details (color, finishes, and graphics), and inspect quality of workmanship during fabrication process.
3. Conduct three installation inspections and prepare final punch list.

G. Post Installation Consultation

1. Approximately six months after installation review both the functional and visual effectiveness of program.
2. Manage the "exceptions" to established design guidelines.

III. PROGRAM DEFINITION/CONCEPT DEVELOPMENT

The underlying goal for this phase would be to develop a clear program for the entire project, develop an illustration of a concept that embodies that program, and put together a probable cost of construction for budget verification.

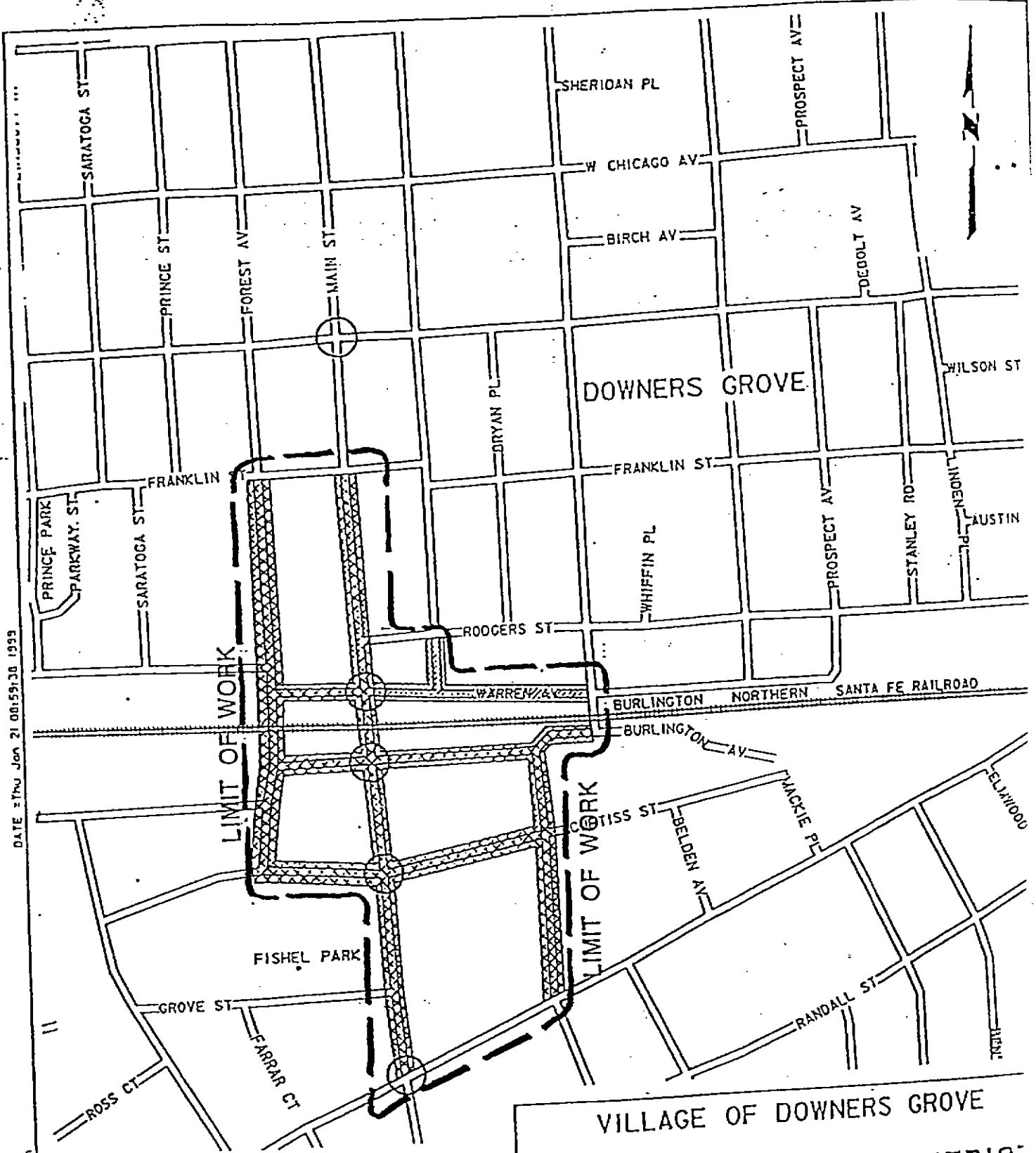
A. Program Definition

1. Meet with owner's designated personnel for an orientation workshop (design charrette) to review the program definition and concept development work plan. The site will include the existing Curtiss Lot. In addition, we will evaluate Village owned Lot K for its suitability to be incorporated into the parking structure concept layout.
2. Conduct verification reviews with user group(s) and building committee(s) to validate the project program requirements. Inventory and analyze owner's needs and requirements.
3. Establish owner's goals and objectives. Review all applicable codes, standards, and requirements including federal, state and village.
4. Refine and update program requirements including functional relationships, equipment requirements, and building systems requirement data and prepare final program report.
5. Inventory and analyze site including utilities, facility needs and requirements to develop site and facility design criteria (including orientation and circulation).

B. Develop preliminary design concept sketches including interior system and site design concepts.

1. Coordinate and meet with retail marketing consultant, as provided by the Village, regarding the possible inclusion of ground level commercial/retail spaces within the parking facility. Final determination/decision by the Village as to whether this space is to be included within the program is needed as soon as possible so that functional concepts can be expedited.
2. Conduct second design charrette workshop to further review the program definition and concept development.

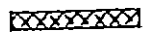


C. Prepare a detailed construction cost budget for the entire project.



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LEGEND:

-  - STREETS TO BE IMPROVED
-  - TRAFFIC SIGNAL MODERNIZATION
-  - STREETS IMPROVED IN 1998 PROGRAM

**VILLAGE OF DOWNERS GROVE
CENTRAL BUSINESS DISTRICT
SIGNAGE SYSTEM**

DATE: DECEMBER 1998

SCALE: 1" =

ATTACHMENT E

ARTICLE 4

Add to 4.10:

but the Owner's failure or omission to do so shall not relieve the Architect of his responsibility hereunder, and the Owner shall have no duty of observation, inspection and investigation.

ARTICLE 8

Substitute 8.7:

In addition to the Owner's right of termination elsewhere under this Agreement, the Owner shall have the right to terminate this Agreement, upon seven (7) days written notice, should the Owner determine that the Agreement is no longer in the best interest of the Village. In such event, the Architect shall be paid for his services the fee earned to date of termination, including reimbursable expenses then due, and additional authorized services earned to date of termination.