

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**7/19/2016**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Resolution authorizing a contract with Williams Architects for architectural and engineering services	Michael Baker Deputy Village Manager

**SYNOPSIS**

A resolution has been prepared authorizing the Village Council to approve an agreement with Williams Architects for architectural and engineering services as part of the Police Station renovation and expansion project.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Steward of Financial, Environmental and Neighborhood Sustainability and Exceptional Municipal Services*. *Create a Facilities Sustainability Plan* is a Top Priority Action Item.

**FISCAL IMPACT**

The estimated cost of this contract ranges from \$843,000 to \$977,000 depending on actual costs of construction. These costs are included in the preliminary total project cost estimate range of \$11.9 to \$14.6 million, which has been adjusted to reflect removal of the 9-1-1 dispatch center. \$1,500,000 has been earmarked in the Asset Forfeiture Fund for the Police Station project. All expenditures will be spent following the Department of Justice guidelines for asset forfeitures, under the Guide to Equitable Sharing for State and Local Law Enforcement Agencies.

**RECOMMENDATION**

Approval on the August 2, 2016 active agenda.

**BACKGROUND**

On May 17, 2016, the Village Council adopted the Facility Sustainability Plan (see attached). The adoption of this plan followed an extensive public process that began in September 2015. Information regarding this process is available on the [Village website](#).

The plan calls for the construction of an addition of approximately 11,000 square feet on to the south side of the existing Police Station, along with complete interior renovation. The preliminary total cost estimate for the project ranges from \$11.9 to \$14.6 million.

In November 2015, the Village conducted a competitive Request for Proposal (RFP) process that resulted in the selection of Williams Architects to perform preliminary design services as part of the Facility Sustainability Plan. The firm has met expectations in completion of their work to date and is well-qualified

to provide the remaining architectural and engineering services for this project. The follow factors distinguish Williams Architects as the firm best suited to provide design services for the Police Station project and help ensure successful project completion:

- Extensive expertise in the design of police station renovation/expansion projects
- Familiarity with the Village's requirements and expectations for this project
- Successful completion of design work for the Village of Downers Grove (Fire Station #2)

This contract for architectural and engineering services provides for the following:

- Regular meetings with the Village's Design Team, which includes broad representation from Police Department staff
- Completion of all architectural phases of work, including schematic design, design development and preparation of construction drawings
- Responsibility for all other design and engineering work related to project, including engineering services, furniture design and low voltage systems design
- Regular review, support and oversight for work during the bidding, construction, and close-out phases of the project

## **ATTACHMENTS**

Resolution

Agreement

Facility Sustainability Plan

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF A STANDARD FORM  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND WILLIAMS ARCHITECTS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Owner") and Williams Architects (the "Architect"), for architectural and design services for the addition to and remodeling of the Downers Grove Police Department facility, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



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# Document B103™ – 2007

## *Standard Form of Agreement Between Owner and Architect for a Large or Complex Project*

**AGREEMENT** made as of the Second day of August in the year Two Thousand Sixteen

**BETWEEN** the Architect's client identified as the Owner:

Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

and the Architect:

Williams Architects  
500 Park Boulevard, Suite 800  
Itasca, IL 60143

for the following Project:

Village of Downer Grove - Police Facility Addition and Remodeling  
Project Number: 2016-029  
825 Burlington Ave.  
Downers Grove, IL 60515

The Owner and Architect 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.

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**User Notes:**

(877424213)

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## ARTICLE 1 INITIAL INFORMATION

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

*(Paragraph deleted)*

§ 1.1.1 The Owner's Program for the range in the facility size is as provided in the Village Hall and Police Facility Planning Study, WA Project 2015-071:

Space programs as developed by WA during the planning study and approved by the Village.  
Police Total Building Area: 38,500 SF

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

Project Site to be the current Police facility at 825 Burlington Ave., Downers Grove, IL 60515

Project to include services for only the Police facility and its associated site work. No services are included for the Village Hall or Village facilities or other Non-Police related site work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Paragraph deleted)*

Planning Phase Project Budget indicated a max of \$14,606,852.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Based on an executed agreement in August 2016, Design Documents are expected to be completed and project out to bid late spring 2017.

.2 Commencement of construction:

Expected to begin in the summer of 2017

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**.3** Substantial Completion date:

Expected to be summer of 2018 based on a single phase construction process.

**.4** Other:

	Task/Phase	Completion Duration
.1	Start-Up	01 Week
.2	Schematic Design	12 Weeks
.3	CM Cost Estimate & Owner Approval (Estimate)	04 Weeks
.4	Design Development	12 Weeks
.5	CM Cost Estimate & Owner Approval (Estimate)	04 Weeks
.6	Construction Documents	18 Weeks
.7	CM Bid Scopes (Estimate)	02 Weeks
.8	Bidding & Contracts (Estimate)	06 Weeks
.9	Construction Administration (Estimated)	12 Months

The Architect shall not be responsible for any delays in meeting the durations set forth above which are outside the control of the Architect. The Owner shall promptly render decisions required of the Owner so as to permit the completion of the design documents in accordance with the durations herein.

**§ 1.1.5** The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract or construction management.)

Construction Management – at risk

**§ 1.1.6** The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(Paragraph deleted)

One set of bidding documents and single round of bidding is included

**§ 1.1.7** Other Project information:

(Paragraph deleted)

Owner expects to relocate the Village Operations Center (Dispatch) to another multi-jurisdictional Dispatch Center prior to the start of any demolition or construction. Owner expects to vacate facility during the construction phase.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:

Mike Baker, Deputy Village Manager

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

To be determined by the Owner

**§ 1.1.10** The Owner will retain the following consultants and contractors:

- .1** Construction Manager:  
TBD by the Owner

(Paragraphs deleted)

- .2** Cost Consultant:

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Cost Estimating to be provided by the Owner selected Construction Manager

**.3 Environmental Consultant:**

TBD by the Owner

**.4 Geotechnical Engineer:**

TBD by the Owner

**.5 Surveyor:**

TBD by the Owner

**.6 Other, if any:**

*(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)*

Landscape Architect

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.3:

Mark S. Bushhouse, AIA, LEED AP  
President / Managing Principal  
Role: Principal In Charge

Scott E. Lange, AIA, LEED AP  
Vice President/Principal  
Role: Project Manager

**§ 1.1.12** The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(Paragraph deleted)*

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

KJWW or Johnson Wilbur Adams

*(Paragraph deleted)*

**.2 Mechanical, Plumbing and Fire Suppression Engineer:**

W-T Engineering, or 20/10 Engineering Group, or Berg Engineering Consultants, Ltd. or Consolidated Consulting Engineers

**3. Interior Design:**

Williams Interiors

**.4. Police Lockup hardware and Security Systems:**

Correct Electronics, Inc., Naperville, IL

**.5. Interior Signage Design:**

Williams Interiors

**§ 1.1.12.2** Consultants retained under Additional Services:

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Civil Engineer:	TBD as mutually agreed by the Owner and the Architect
Low Voltage Systems Design:	Sentinel Technologies, Downers Grove, IL
Furniture Design:	Williams Interiors

§ 1.1.12.3 The Architect's retention of any consultant shall not be deemed to create any contractual relationship between the Owner and consultant, provided, however, that the Owner shall be considered an intended beneficiary of the performance of the consultant's services. The Architect shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner.

§ 1.1.13 Other Initial Information on which the Agreement is based:

Owner supplied existing construction documents for the Facility.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that its employees have the requisite skill, expertise and licensing to perform the services required by this Agreement.

§ 2.2.1 The Architect shall incorporate into the Construction Documents those federal, state, and local building laws, regulations, codes and standards that are applicable at the time the Construction Documents are submitted for permit. The Architect shall use reasonable efforts to obtain, at the earliest practicable time, review of the Drawings and Specifications by the public body or bodies having authority over the Project. Architect shall advise Owner of any aspect of the Project where, in the opinion of the Architect, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for the expeditious completion of the Construction Documents.

§ 2.2.2 The Architect shall be responsible for services provided hereunder whether such services are provided directly by Architect or by any consultants hired by Architect. The Architect will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give the Project such priority as is necessary to cause the Architect's services hereunder to be properly performed in a timely manner and consistent with sound professional practices.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect represents that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required under this Agreement.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. Such insurance shall be purchased from and maintained in a company or companies lawfully authorized to do business in the State of Illinois and that has at least an "A-VII" rating as defined in Best's Key Rating such insurance as required and as will protect the Architect from claims set forth below which may arise out of or result from the Architect's services under this Agreement and for which the Architect may be legally liable, whether such services be by the Architect or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

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§ 2.5.1 Comprehensive General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering non-owned and rented vehicles operated by the Architect with policy limits of not less than one million (\$ 1,000,000 ) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 Umbrella or excess liability insurance over Comprehensive General Liability and Automobile Liability with policy limits of not less than two million (\$2,000,000).

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand (\$ 500,000 ).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$2,000,000) in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner, its elected officials and employees as additional insureds on the Comprehensive General Liability Policy,, the Excess Liability or Umbrella Policy and on the Automobile Liability Policy.

§ 2.5.7 The following shall be applicable to all policies of insurance required herein:

.1 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

.2 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all hired and non-owned automobiles.

.3 Workers Compensation coverage shall include a waiver of subrogation against the Village.

.4 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

.5 Architect and all Subconsultants shall have their respective Comprehensive General Liability (including products/completed operations coverage), Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations the Architect and all subconsultants performed under this Agreement. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

.6 Architect and all Subconsultants shall maintain in effect all insurance coverages required by the Agreement at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Architect or Subconsultant, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

.7 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, or non-renewed without thirty (30) days prior written notice to the Village. Renewal

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certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Architect or Subconsultants of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

.8 Since the services under this Agreement includes design, consultation, or any other professional services, Architect or the Subconsultants shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Agreement. The Architect and all Subconsultants agree to maintain such coverage for three (3) years after Substantial Completion of the Project provided such coverage remains commercially available and at a similar cost. Renewal policies during this period shall maintain the same retroactive date.

.9 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured.

2.5.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that the obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary interior design, interior signage design, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. Once the Owner and the Architect mutually agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause, or as mutually agreed upon with proper documentation during the course of the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Owner and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 Intentionally Deleted.

§ 3.1.6 Intentionally Deleted.

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§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.7.1 The Architect shall conform the Drawings and Specifications with the ADA and all applicable state and local building laws, statutes, codes, ordinances, rules, regulations, orders or other legal requirements, and handicapped accessibility laws, requirements, regulations, and ordinances relating to the design, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of Owner's authorization to proceed with the Construction Documents. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are subject to change even after issuance of a building permit. If modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which has not previously been given or which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service.

§ 3.1.8 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.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall incorporate those federal, state, and local building laws, regulations, codes and standards that are applicable at the time the Owner approves the start of the Construction Documents Phase.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based upon the Owner's approval of the Target Space Program and the proposed project budget, the Architect shall prepare Schematic Design Documents which shall establish the conceptual design of the Project illustrating the scale and relations of the Project components. The Schematic Design Documents shall include a conceptual site plan, and preliminary building plans, sections and elevations and may include a combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents and consult with respect to the budget for the Cost of the Work.

§ 3.2.7 The Architect shall review the Construction Manager's cost estimates and discuss with the Owner and Construction Manager what is an acceptable budget to the Owner for the Project. Furthermore, the Architect will proceed to take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase at no additional cost to the Owner.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents and consult with respect to the budget for the Cost of the Work.

§ 3.3.3 Upon receipt of the Construction Manager's estimate at the conclusion of the Design Development Phase, the Architect shall advise the Owner of any adjustments to the Project and take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 At the Owner's request, the Architect shall attend up to two (2) meetings before the Plan Commission and two (2) meetings of the Village Council for the purpose of any required zoning review and approvals.

#### §3.3.5 Interior Design Services during Design Development

Interior Design Service by Williams Architects' Interior Department shall provide:

1. Multiple color range options
2. Meet with the Owner and work with the Owner to select and refine the preferred color theme
3. Meet with Owner and select the specific interior finishes, materials and colors
4. Design Owner-approved patterns for the finishes
5. Assist the Architect with refinements to the interior wall layouts

#### § 3.3.6 Interior Signage Design Services

Interior Design Services by Williams Architect's Interiors Department to provide:

1. Work with the Owner to determine the facility's interior signage needs
2. Prepare design options for review, refinement and selection with the Owner.
3. Provide drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
4. Review the signage submittals and coordinate with the Owner and Construction Manager the delivery and installation dates
5. Visit the site one (1) time to observe the installation and provide a field report to advise the Owner and installer as to any observed deficiencies in the signage or its installation.

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### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work and shall meet the Owner's Program as amended from time to time during the design phases. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall conform the Construction Documents to the ADA and all applicable federal, state and local building laws, statutes and ordinances, rules, regulations, and orders including building, occupancy and handicapped accessibility of the governmental authority having jurisdiction over the design of the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Construction Manager shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents approved by the Owner.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by  
(Paragraph deleted)

- .1 participating in a pre-bid conference for prospective bidders, and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

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## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site as set forth herein to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall make Twenty – Six (26) visits to the Project as part of Basic Services. The Architect will inform the Contractor, the Owner and Owner’s designated parties of any Work which the Architect observes which does not comply with the Contract Documents. 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 and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. Field observation reports will be submitted to the Owner in writing at least monthly and at such other reasonable times as requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for, the 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 rights and responsibilities under the Contract Documents.

§ 3.6.2.2 The Architect has the authority and the duty to advise the Owner of Work observed that does not conform to the Contract Documents and to reject such Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require 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 or entities performing portions of the Work.

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

§ 3.6.2.4 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 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 rendered in good faith.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 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 that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. Each Application for Payment shall be accompanied by a properly completed Contractor's Affidavit setting forth, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed within the affidavit, the Contractor shall provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates will not be issued by Architect until the Construction Manager provides, reviews, and approves all such lien waivers and Contractor's sworn statements. The Architect shall not be responsible for the validity, completeness, accuracy, legality of sufficiency of any lien waivers provided.

§ 3.6.3.2 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.

§ 3.6.3.3 The Construction Manager shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3.2.2, the Architect shall review and respond to requests for information about the Contract Documents as part of Basic Services. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and

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issue supplemental Drawings and Specifications in response to requests for information at no additional cost to the Owner.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect and approved by the Owner, for the Owner's approval and, after consultation with the Owner, 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. Any extension of Contract Time by the Architect under this paragraph shall be granted only after the written approval of the Owner. Change Orders requesting an extension of the Contract Time or an increase in the Contract Sum may be within the scope of the Criminal Bidding Act (720 ILCS 5/33E-9). The Architect shall process all Change Orders to which the statute applies in compliance with that Act. Any minor change in the Work ordered by the Architect under this paragraph shall be noted by the Architect and reported in writing to the Owner with the monthly field observation reports.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor 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 issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (3) Contractor-provided record drawings; and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility for any construction related items.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2, another Section herein or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)

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§ 4.1.1	Programming []	Architect	3.2.1
§ 4.1.2	Multiple preliminary designs	Complete	
§ 4.1.3	Measured drawings of floor plan of existing building	Architect	In Basic Services per §11.1.1.c
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	N.I.C.	
§ 4.1.6	Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7	Civil engineering	Architect	4.2.1 & 11.1.2.i
§ 4.1.8	Landscape design	Owner	
§ 4.1.9	Architectural Interior Design	Architect	In Basic Services
§ 4.1.10	Value Analysis	Construction Manager	
§ 4.1.11	Detailed cost estimating	Construction Manager	
§ 4.1.12	On-site Project Representation	Construction Manager	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-Designed Record drawings	N.I.C.	
§ 4.1.15	As-Constructed Record drawings	Construction Manager	
§ 4.1.16	Post occupancy evaluation		In Basic Services. per §3.6.6.5
§ 4.1.17	Facility Support Services	N.I.C.	
§ 4.1.18	Tenant-related services	N.I.C.	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning	N.I.C.	
§ 4.1.22	Commissioning	Owner	
§ 4.1.23	Extensive environmentally responsible design	N.I.C.	
§ 4.1.24	LEED® Certification (B214™–2012)	N.I.C.	
§ 4.1.25	Historic Preservation (B205™–2007)	N.I.C.	
§ 4.1.26	Furniture, Furnishings, and Equipment Design	Architect	4.2.7 & 11.1.2.b&c
§ 4.1.27	Fast-track Design Services	N.I.C.	
§ 4.1.28	Public / Board / Zoning meetings, submittals and approvals (more than 4 meetings)	Architect	3.3.4

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

#### § 4.2.1 Civil Engineering

Civil Engineer to provide all site design, engineering, drawings and specifications for all project related civil work, including but not limited to: earthwork including sewer and water connections to the building, curbs, drives, surface parking lots, fire hydrants, sidewalks, grading, topsoil, grubbing, topography, review of soil reports, culverts, preparation for building pads, construction limits / fencing and erosion control. Engineer to review the stormwater detention (SWD) requirements, with the Village but no increase in the site's SWD is expected nor are design services to increase the SWD capacity included in this Agreement.

#### § 4.2.2 Low Voltage: Access Control, CCTV, Audio Visual, Paging Low voltage Wiring and Detention Zone Security Systems:

Audio / Visual (A/V) system and Communication wiring for the A/V, computer and phone systems (selection of equipment and design of the computer and phone systems are by the Owner).

#### § 4.2.3 Telephone, Computer, and Other Special Systems

The Architect is not responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, access control, CCTV,

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Audio Visual, Paging and Detention Security Systems. The Architect shall design conduits, electrical boxes and low voltage wiring and power to allow for the Owner design systems.

#### § 4.2.4 Fast-Track / Multiple Bid Releases

Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service.

#### § 4.2.5 Furniture Design Services

Furniture Design Services by Williams Architect's Interior Department to provide:

1. Work with the Owner to determine the facility's furniture needs
2. Based upon the inventory of furniture to be reused in this facility determine the added amount of furniture needed
3. Furniture layout options for review, selection and refinement with the Owner using plan drawings and furniture lists.
4. Multiple furniture manufacturer and quality level options along with their estimated costs for review with the Owner
5. Coordinate the furniture with the building interior finishes colors and textures
6. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
7. Review the furniture submittals and coordinate with the Owner and Construction Manager the delivery and installation dates.
8. Visit the site 2 times when appropriate to the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Except as set forth in this Agreement as part of Basic Services, preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally Deleted.
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation provided that the Architect has first informed the Contractor of the existence of such information and has obtained from Owner written consent to provide such additional assistance to Contractor
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating more than six (6) Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ninety (90) days after the date of Substantial Completion of the Work.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty - six (26) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion,

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Intentionally Omitted.

§ 5.2 Intentionally Omitted.

§ 5.3 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 Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall, in consultation with the Architect, prepare all estimates for the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. The Owner's approval of any Architect's submittals shall not be construed to relieve the Architect of any liability for its negligent errors and omissions.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe 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 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.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 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.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§5.14 Contractor's Obligation to Insure for Bodily Injury Claims:**

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

**§5.15 Force Majeure:**

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike,

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lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, Architect's time for completion of the Architect's Basic Services, shall be extended by the period of resulting delay.

**§5.16 Indemnity for Deviation:**

The Owner may choose to act as its own General Contractor or may otherwise choose to materially deviate during construction from the Construction Documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultants are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

**§5.17 Construction General Conditions:**

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the Construction Manager or the subcontractors. However, Construction Manager, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect / Engineer, its consultants, their agents and employees."

**§5.18 Builders Risk Insurance:**

The Owner shall require that the Architect, its consultants and employees to be named as additional named insureds under the Builder Risk Insurance purchased by the Contractor applicable to the Project.

**ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Construction Manager's judgment as professionals.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Owner shall require its Construction Manager to provide to the Architect the Construction Manager's estimates. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect shall perform a general review of the Construction Manager's estimates for the Architect's guidance in completion of its services, and the Architect shall report to the Owner any material inaccuracies and inconsistencies observed during any such review.

**§ 6.4** If, prior to or at the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments or exercise its rights under Article 6.5 below.

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§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .3 implement any other mutually acceptable alternative; or
- .4 terminate the Project.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6 except for negligent errors or omissions with respect to the revisions prepared by the Architect.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment or other acts caused by the Architect.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All Drawings, specifications, and other documents, including those in electronic form prepared by the Architect or the Architect's consultants for this Project are Instruments of Service. The Architect shall transfer ownership of the Instruments of Service for this Project to Owner, who shall have the authority to use the Instruments of Service for the purpose of constructing using, maintaining, and for information purposes, for altering or adding to the Project, upon the Owner making final payment to the Architect upon completion of the Agreement or, in the event of termination of this Agreement, provided Owner has paid the Architect as required in Article 9 of this Agreement. Notwithstanding the foregoing, the Architect may reuse standard or typical details on other projects. Documents in electronic file format will be provided upon request. The information is proprietary in nature, and may only be utilized for the current Project. All drawing information contained herein, but not limited to blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instruments of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

§ 7.2 Intentionally Deleted.

*(Paragraphs deleted)*

§ 7.3. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, relating to claim and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3. The terms of this Section 7.3. shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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**ARTICLE 8 CLAIMS AND DISPUTES****§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the laws of the State of Illinois.

**§ 8.1.2** Intentionally Omitted

**§ 8.1.3** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and Owner's officers, and employees from any against any and all liabilities, damages, or losses it incurs to third parties, including Owner's reasonable attorney's fees, costs and expenses recoverable under applicable law (hereinafter "Losses"), to the extent such Losses are caused by the negligent, intentional or wrongful acts or omissions of the Architect, Architect's consultants, anyone directly or indirectly employed by them, or retained by them arising out of the performance of professional services for the Project except for such liabilities, damage, loss or expense caused by a party indemnified hereunder. The Architect shall not be responsible for damages caused by the negligence of others who are not under contract to the Architect or otherwise performing under its control. Nothing herein shall be construed to require the Architect to indemnify the Owner or any indemnitee for their own negligence.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement only to the extent such consequential damages exceed the amount of the available insurance proceeds covering such damages. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 BINDING DISPUTE RESOLUTION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement may shall not be subject to mediation only by mutual agreement of the Parties,. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** In the event of mediation, the mediation shall be administered by ADR Systems, 20 N. Clark Street, Chicago, Illinois with a mediator mutually agreeable to the Parties.. Upon agreement to mediate a dispute, a request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** The method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction  
(Paragraphs deleted)

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with the Illinois Prompt Payment Act, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. 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. Before resuming services, the Architect shall be paid all sums due prior to suspension and

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any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is suspended for over twelve months, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services and the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 365 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 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.

*(Paragraphs deleted)*

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be subject to, construed, and interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for all disputes shall be in DuPage County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those terms in AIA Document A201 – 2007, as modified by the Owner for this Project.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. Nothing in this section shall be construed to relieve the Architect from the duty to certify to the Owner that the Construction Manager is in default within the meaning of the Owner/Construction Manager Agreement in use for this Project.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, 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 in the Owner's promotional materials for the Project.

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§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as otherwise required by law.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

1. For the Basic Services of the Project, the fee shall be a lump sum, calculated based upon the total, completed construction cost of the Project including all on-site work, building construction, and all the Construction Manager's costs. If alternates are provided by the Architect in the bidding documents that are beyond the budget, the fee will be calculated based upon the absolute value of each, in addition to the base bid.

- a. Fee to be calculated as follows:
  1. The fee percentage shall be seven and one half percent (7.50%) of the total cost of construction
- b. Includes the services for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the Project.
- c. Also included in Basic Services are Interior Design Interior Design and to measure the existing floor plan layout.
- d. Includes the services of the following consultants:
  1. Architect
  2. Interior Design
  3. Structural Engineering
  4. Mechanical, Electrical, Plumbing and Fire Suppression Engineering
  5. Interior Signage Design

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

1. Additional consulting design services throughout the basic service phases, are as follows:
  - a. Civil Engineering; a lump sum of \$45,000.
  - b. Furniture Design: \$45,000
  - c. Existing furniture inventory and evaluation; a lump sum of \$5,000
  - d. To provide Design services for the low voltage systems (Design through construction administration) including: Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, closed circuit TV and Audio Visual systems; a lump sum of \$21,000

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Hourly from the current Standard Rate Table or as agreed to by both parties

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

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Schematic Design Phase	Fourteen	percent (	14	%)
Design Development Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Three	percent (	03	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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 Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

**WILLIAMS ARCHITECTS  
2016-2017 RATE TABLE**

Principal II.....	\$ 218.00/Hour
Principal I.....	\$ 200.00/Hour
Associate Principal.....	\$ 184.00/Hour
Senior Associate/Senior Project Mgr. ....	\$ 179.00/Hour
Associate / Project Manager .....	\$ 163.00/Hour
Architect III .....	\$ 144.00/Hour
Architect II .....	\$ 133.00/Hour
Architect I.....	\$ 119.00/Hour
Project Coordinator IV .....	\$ 109.00/Hour
Project Coordinator III .....	\$ 99.00/Hour
Project Coordinator II.....	\$ 85.00/Hour
Project Coordinator I.....	\$ 73.00/Hour
Project Technician II.....	\$ 55.00/Hour
Project Technician I .....	\$ 44.00/Hour
Aquatic Engineer II.....	\$ 172.00/Hour
Aquatic Engineer I.....	\$ 131.00/Hour
Director of Marketing.....	\$ 160.00/Hour

*(Table deleted)*

Marketing Coordinator .....	\$ 116.00/Hour
Accounting .....	\$ 154.00/Hour
Secretarial.....	\$ 109.00/Hour
Clerical .....	\$ 77.00/Hour
Director of Interior Design .....	\$ 147.00/Hour
Interior Designer V .....	\$ 114.00/Hour
Interior Designer IV .....	\$ 95.00/Hour
Interior Designer III .....	\$ 75.00/Hour

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Interior Designer II.....	\$ 63.00/Hour
Interior Designer I.....	\$ 45.00/Hour

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner that is not included in Basic Services;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5 %) of the expenses incurred to a maximum of 8% of the Basic Service fee.

*(Paragraphs deleted)*

§ 11.8.3 Before the Owner shall be liable for any reimbursable expenses, the Architect must obtain prior written approval of the Owner or the Owner's representative of any expense that exceeds \$1,000 for which the Architect seeks reimbursement. However, for travel expenses, all such expenses must be approved by the Owner before the same are incurred. If such approval is not obtained, the Owner shall not be liable for such expenses.

### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable in accordance with the Local Government Prompt Payment Act. Interest shall be payable as provided in the Local Government Prompt Payment Act.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

§12.1.1 The Architect shall not discriminate against any employee or applicant for employment on the basis of race,

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color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service.

**§12.1.2** To the extent applicable to the Architect, the Architect shall comply with the requirements set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

**§12.1.3** The Architect, as a party to a public contract, shall have a written sexual harassment policy in accordance with applicable law.

**§12.1.4** The Architect, shall have in place a drug free workplace policy in compliance with the requirements of applicable law.

**§12.1.5** To the best of our knowledge, information and belief, the Architect represents to the Owner that neither it nor any of its principals, shareholders, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Architect further represents to the Owner that the Architect and its principals, shareholders, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

**§12.1.6** The Architect shall be required to submit an executed Campaign Disclosure Certificate, attached hereto. Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release. By entering into this Agreement, the Architect agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**§12.1.7** The Architect acknowledges that the Freedom of Information Act may apply to public records in possession of the Architect or one of its consultants. The Architect and all of its consultants shall cooperate with the Owner in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et. seq.)

### ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the 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.

**§ 13.2** This Agreement is comprised of the following documents listed below: None

*(Paragraphs deleted)*

**OWNER – Village of Downers Grove IL**

**ARCHITECT – Williams Architects**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Mark S. Bushhouse, President)*

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## Facilities Sustainability Plan

	Police Station	Village Hall
<b>Issues</b>	Long-term maintenance needs Operational deficiencies; Undersized	Long-term maintenance needs Operational deficiencies
<b>Improvements</b>	Construct 11,000 square foot addition to south side and renovate existing space	Perform minimum necessary maintenance improvements; revisit long-term solutions upon completion of Police Station (2019)
<b>Cost Estimates</b>	\$11.9 to \$14.6 million	\$600,000
<b>Budget &amp; Resources</b>	Equity - \$1.5 million in asset forfeiture fund Debt - Up to \$14.5 million <b>Total - Up to \$16.0 million</b> 20-year bond-issue; \$1.1 million annual debt service payment \$600,000 from levy (formerly for Library bond debt service) \$200,000 from gasoline tax (formerly for Fairview Avenue debt service) \$300,000 from Capital Fund (formerly for new sidewalk construction)	
<b>Schedule</b>	Design/Bid - June 2016 to August 2017 Construct - Summer 2017 (following VOC move) to Summer 2018	2017-2018 (if necessary)