



**CHAMPAIGN  
PARK DISTRICT**

**AGENDA**

**Special Meeting  
BRESNAN MEETING CENTER  
706 Kenwood Road  
Champaign, Illinois  
Wednesday, October 23, 2019  
5:30 p.m.**

**A. CALL TO ORDER**

**B. COMMENTS FROM THE PUBLIC**

**C. ACTION ITEMS**

1. Approval of a Resolution Estimating Taxes to be Levied for FY20-21  
Staff recommends approval of a resolution setting the tax levy for fiscal year beginning May 1, 2020 and ending April 30, 2021 and scheduling a public hearing on the Tax Levy Ordinance for Wednesday, November 13, 2019 at 5:45 p.m. at the Bresnan Meeting Center as required by the Truth in Taxation Act.
2. Approval of FYE2020 Budget Book  
Staff recommends approval of the FYE2020 Budget Book for submission to Government Officers Finance Association (GFOA) Distinguished Budget Award.
3. Approval of an Agreement with Hitchcock Design, Inc. d/b/a Hitchcock Design Group for development of Human Kinetics Park  
Staff recommends approval of an Agreement between the Park District and Hitchcock Design Group to provide professional services for the development of Human Kinetics Park.  
The Architect shall provide professional architectural services to Owner for the development of Human Kinetics Park pursuant.
4. Approval of the Martens Center Project  
Staff recommends proceeding with development and construction of the Martens Center at Human Kinetics Park pursuant to the previous assessments and evaluations by the Board.
5. Approval of a revised Agreement with Ratio Architects regarding Human Kinetics Park Project  
Staff recommends approval of a revised Agreement with Ratio Architects for development of the Martens Center at Human Kinetics Park.

**D. DISCUSSION ITEMS**

1. Potential Annexation of the Carle at the Fields Trail

**E. COMMENTS FROM COMMISSIONERS**

**F. ADJOURN**



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** October 4, 2019

**SUBJECT:** Approval of a Resolution Estimating Taxes to be Levied for FY2021

### Background

Each year, the Board is required to pass a Resolution setting the tax levy for the following fiscal year (FY) 2021 if the aggregate amount exceeds 105% of the prior year extended amount. Following the approval of the Resolution, staff will publish the Truth in Taxation notice, if required. Additionally, the District needs to hold a public hearing on its intent to adopt such an increased tax levy at the November Board meeting.

The estimated tax extension for revenue year (RY) 2019 was based on the limiting rate, rather than an estimate of the anticipated increases. Either way, the calculation for the estimated tax extension is an educated calculation based on estimated EAV and the consumer price index (CPI). The limiting rate allows for the extension for new construction and recovered enterprise zone EAV's which are not subject to tax caps in the initial year, to be maximized. The limiting rate is multiplied by the EAV estimate. This rate is calculated as follows:

**Numerator** – is the property taxes that we received last year multiplied by the CPI (1.9% for RY2019)

**Denominator** – is the EAV from the most recent County Assessor's Office notification received in August, decreased by the EAV for new construction and recovered enterprise zone.

This limiting rate is strictly an estimation or forecast of the future based on how close our assumptions are about the changes in CPI, EAV and new construction. As any one of these factors changes, so does this rate. What causes the limiting rate to change? New construction, recovered enterprise zone or TIF, no growth in EAV and changes to CPI.

Staff calculated the extension for FY2021 with three options as follows:

- S1 Historically done by Staff, and recommended by finance professionals, as well as trade associations, which is to maximize the levy by estimating the extension to capture the legal rate limitation increase allowed once the final EAV is calculated.
- S2 Based on estimated limited rate calculated by Staff which allows for some the new growth added in current RY for new construction, enterprise zone or TIF's
- S3 Based on the new estimated EAV using the prior year tax rate. This does not maximize the benefit of the new construction EAV added in current year.

The County Clerk's Office will finalize the extension subject to legal restrictions and send the final extension in April regardless of the option selected.

Currently the Park District's tax rate is 0.7149/\$100 EAV, which has remained flat for three consecutive years. Should the Park District select scenario S1, there would be a rate increase of 0.0189/\$100 EAV, or 2.64%; which equates to \$15.75 annually for a property valued at \$250,000. This option is \$214,023 more in tax revenues than scenario S2, and could be allocated for future funding at Martens Center or capital improvements and maintenance of existing infrastructure. Scenario S3 has no impact on the overall tax rate for this year at the requested amount.

The original limiting rate calculated by the County for RY2019 was 0.6207; and based on the Board's decision to not increase the overall tax rate of 0.7149, the limiting rate was further reduced to 0.6108. Because of this, the limiting rate calculation for RY2019 was determined using this lessor rate. Staff's estimate of the RY2019 limiting rate is 0.6194, which is an increase over the prior year 1.4%, and is used in scenario S1. However, based on historical data where the limiting rate calculated was 0.41% less than final calculation, staff recommends using Option S1 to allow for the fluctuation in final EAV to capture the true legal limiting rate allowed.

	RY2018 District Request	RY2018 Per County	RY2018 FINAL Rate	Variance (County-Final)
Estimated Limiting Rate per \$100	0.6179	0.6207	0.6108	(0.0099)
Non-capped Rate	0.1032	0.1041	0.1041	0.0000
<b>Overall Rate – Requested</b>	<b>0.7211</b>	<b>0.7248</b>	<b>0.7149</b>	<b>(0.0099)</b>
Not to exceed Rate	0.7149	<b>0.7149</b>		

Additional adjustments were made to various funds as noted:

- The tax extensions were reduced based on projected expenditures for IMRF and Police funds in order to utilize excess fund balance from prior years.
- The tax extension for Social Security fund was increased as the last several years the Park District has lowered the rate to utilize excess reserves. The fund balance has been reduced from \$ down to \$153,728 as of April 30, 2019. With merit increase as well as minimum wage increases to begin January 2020, staff increased the levy requested and offset the increase in other funds.
- The tax extension for the debt service fund was based on the estimated 2019 general obligation bond issue plus projected interest to be paid November 2020.

Under scenario S1, the estimated 106.4% increase in total EAV from the prior year, the total estimated levy does exceed 105% of the prior year extension, therefore a Truth in Taxation notice is required to be published.

Budget Impact

None at this time, however this is an estimate for taxes to be levied and collected for FY2021.

Recommended Action

Staff recommend that the Board of Commissioners approve the proposed Resolution setting the tax levy for fiscal year beginning May 1, 2020 and ending April 30, 2021 at \$13,946,656, or an amount authorized by law, and schedule a public hearing on the Tax Levy Ordinance for Wednesday, November 13, 2019 at 5:45 p.m. at the Bresnan Meeting Center as required by the Truth in Taxation Act.

Prepared by:  
Andrea N. Wallace, CPA  
Director of Finance

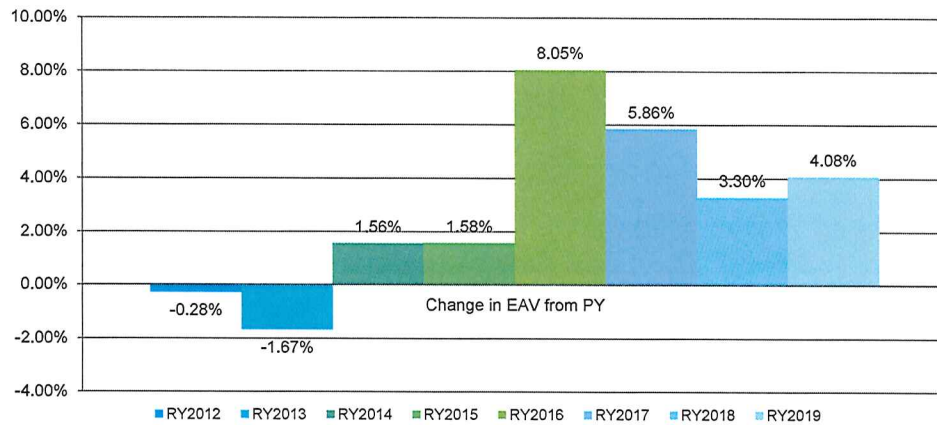
Reviewed by:  
Joe DeLuce, CPRP  
Executive Director

**Champaign Park District  
Tax Levy Information  
Fiscal Year Ended April 30, 2021**

Scenario options (S#)

Scenario options (S#)	Current (RY2018)			Levy Extension Amount			Levied Tax Rate			Adjusted for PTELL (Tax Caps)	
	Tax Revenue	Tax Rate	Maximum Tax Rate	Based on:			S1	S2	S3	Projected Tax Levy After Tax Caps	Levied Tax Rate after Tax Caps
				Maximum	Calculated Capped Limited Rate	Last Year's Rate and Est EAV RY2018					
EST EAV for RY2019	<b>1,900,621,985</b>										
General	\$ 6,157,419	0.3359	0.3500	\$ 6,652,177	\$ 6,474,206	\$ 6,392,319	0.3500	0.3406	0.3363		0.0000
Recreation	2,210,732	0.1206	0.3700	2,344,629	2,323,816	2,287,018	0.1234	0.1223	0.1203		0.0000
Museum	1,666,298	0.0909	0.1500	1,763,946	1,752,025	1,730,948	0.0928	0.0922	0.0911		0.0000
Insurance	348,291	0.0190	-	368,702	366,210	361,804	0.0194	0.0193	0.0190		0.0000
IMRF	320,794	0.0175	-	300,000	300,000	300,000	0.0158	0.0158	0.0158		0.0000
Social Security	353,790	0.0193	-	415,000	415,000	415,000	0.0218	0.0218	0.0218		0.0000
Audit	23,830	0.0013	0.0050	25,227	25,056	24,755	0.0013	0.0013	0.0013		0.0000
Paving and Lighting	91,656	0.0050	0.0050	97,027	96,371	95,212	0.0051	0.0051	0.0050		0.0000
Police	23,830	0.0013	0.0250	20,000	20,000	20,000	0.0011	0.0011	0.0011		0.0000
<b>Total Subject to Tax Cap</b>	<b>11,196,641</b>	<b>0.6108</b>		<b>11,986,708</b>	<b>11,772,684</b>	<b>11,627,056</b>	<b>0.6307</b>	<b>0.6194</b>	<b>0.6118</b>		<b>0.0000</b>
Special Recreation	733,244	0.0400	0.0400	760,249	760,249	760,249	0.0400	0.0400	0.0400		0.0000
Debt Service	1,175,024	0.0641	-	1,199,700	1,199,700	1,199,700	0.0631	0.0631	0.0631		0.0000
<b>Total Levy Amount</b>	<b>\$ 13,104,909</b>	<b>0.7149</b>		<b>\$ 13,946,656</b>	<b>\$ 13,732,633</b>	<b>\$ 13,587,004</b>	<b>0.7338</b>	<b>0.7225</b>	<b>0.7149</b>	<b>\$ -</b>	<b>0.0000</b>
Increase (Decrease) from Current Year Levy for FY21				\$ 841,747	\$ 627,724	\$ 482,095	0.0189	0.0076	0.0000		
% Increase (Decrease) from Current Year Levy for FY21				6.42%	4.79%	3.68%	2.64%	1.07%	0.00%		0.00%
Lesser of: Truth in Taxation Public Notice Required (% > CPI				YES	YES	YES	YES	NO	NO		NO
Truth In Taxation Public Notice Required (%>105%)				YES	NO	NO	NO	NO	NO		NO

**% Change in EAV from Prior Revenue Year**



**Comments:**

- A. The total overall Amount to be Levied in FYE2021 under option S1 is \$13,946,656 basing extension on estimated capped rate and represents an increase in total extension of \$841,747 (6.42%) after the capped amounts. The difference is \$214,023 more than option S2.
- B. Based on the County Assessor's office estimate for Revenue Year (RY) 2019, the EAV is expected to increase 4.08% over RY2018 actual EAV. While the estimated EAV received by the County Assessor in August did increase, it is very likely that this value will change once the appeals filed with the Board of Review are finalized in early 2020. Based on discussions it is anticipated that the change in original EAV used to calculate the estimated levy for FY20 will be minimal; however there are a couple non-profit exemption applications filed that should be awarded that will decrease the estimate; those have been factored in to above calculations. A decrease in EAV will increase our estimated tax rate, whereas an increase in EAV will reduce our tax rate.
- C. Estimated New Construction and Recovered Enterprise Zone EAV's are projected to increase 38.21% from RY 2018 as completed projects are added to the tax roll. The largest growth is in commercial and industrial markets. These values are exempt from tax caps in the initial year and will be subject to tax caps in future years.
- D. The EAV will change per comment B above. The County Clerk will re-calculate the legal extension based on the new limiting rate, which may vary from the estimated limiting rate used for the RY2019 calculations. The final extension is issued the first week in April. By keeping the limiting rate at an amount higher than the estimated limited rate calculated based on preliminary EAV data, it protects the District if the final adjustments reduce the overall EAV. In prior years the limiting rate calculated was within 0.41% of the final rate, however since the Board kept the overall rate flat, the final rate was reduced by the County.

Champaign Park District  
 RY2019 Limiting Rate Calculation

Estimate

Cap Amount from Previous Year  
 Multiply by any Rate Increase Factor (RIF)  
 Multiply by the increase in CPI  
 Total

Divide by:

Total Assessed Valuation  
 Less Estimated Exemptions/reductions  
 Less Historical overstatement to Final  
 Less (Estimates):  
 New Construction  
 New TIF  
 New Annexed Values  
 New EZ  
 Recovered TIF  
 Recovered Enterprise Zone (EZ)

Subtotal

Capped Amount  
 Divide by Adjusted EAV  
 Capped Rate per \$100 assessed value

Assessed Valuation - Estimated  
 Limiting Rate (Capped Rate)  
 Capped Extension Amount

Special Rec Extension  
 Bond Extension  
 Total Taxes Extended

Estimated Overall Tax Rate per \$100  
 Current Year Rate  
 Increase/Decrease from prior year

**Estimated Levy**

\$	11,196,641	
		1
		1.019
\$	11,409,376.82	A

\$ 1,909,809,919	per County Clerk report received
\$ (1,970,500)	10/3/2019 - est. Plus add %
\$ (7,217,434)	Change in values for additional adjustments post January 2019
(56,056,980)	
-	
-	
-	
-	
(2,425,130)	per email from County Clerk 7/2018
1,842,139,875	B

	11,409,377	A
	1,842,139,875	B
<b>Calculated Limiting Rate</b>	<b>0.619354533</b>	=A/B*100

	1,900,621,985
	0.6194
	11,772,453

	760,249
	1,199,700
\$	13,732,401.36

0.7225
0.7149
0.0076

**RESOLUTION**  
**2020-2021 TAX LEVY**

WHEREAS, the Champaign Park District proposes to adopt an aggregate levy for the fiscal year commencing May 1, 2020 and ending April 30, 2021 in amounts more than 105% of the amount of property taxes (exclusive of election costs) extended by said District for the final aggregate levy of the preceding year; and

WHEREAS, it is required by law that in such circumstances, this Board of Commissioners of said District determine the amounts, exclusive of election costs, estimated to be necessary to be raised by taxes for said 2020-2021 fiscal year upon the taxable property in said District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Champaign Park District does hereby determine and declare that the amount of money, exclusive of election costs, estimated to be necessary to be raised by taxation upon the taxable property in Park District for the fiscal year commencing May 1, 2020 and ending April 30, 2021 is \$13,946,656.00.

BE IT FURTHER RESOLVED that the District shall give public notice of and hold a public hearing on its intent to adopt a tax levy, as required by the Truth in Taxation Act, such hearing to be held on November 13, 2019 at 5:45 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois.

APPROVED by the President and Board of Commissioners of the Champaign Park District this 23<sup>rd</sup> day of October 2019.

APPROVED:

\_\_\_\_\_  
Craig W. Hays, President

ATTEST:

\_\_\_\_\_  
Cindy Harvey, Secretary

CHAMPAIGN PARK DISTRICT  
 Property Tax Rates - Direct and Overlapping Governments  
 Last Ten Fiscal Years  
 (Unaudited)

Excerpt from FYE2019  
 Audit Report

Levy Year Fiscal Years	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Rate Limit if applicable									
Champaign Park District:										
General	0.3500	0.3379	0.3374	0.3419	0.3497	0.3499	0.3500	0.3479	0.3345	0.3338
Recreation	0.3700	0.0717	0.0549	0.1001	0.1114	0.1205	0.1259	0.1267	0.1224	0.1216
Museum	0.1500	0.0514	0.0916	0.0648	0.0704	0.0808	0.0860	0.0866	0.0851	0.0904
IL Municipal Retirement Fund (IMRF)	N/A	0.0170	0.0174	0.0186	0.0196	0.0246	0.0239	0.0215	0.0194	0.0188
Social Security	N/A	0.0219	0.0206	0.0210	0.0220	0.0233	0.0237	0.0235	0.0209	0.0200
Audit	0.0050	0.0014	0.0014	0.0012	0.0013	0.0014	0.0013	0.0013	0.0012	0.0012
Liability Insurance	N/A	0.0170	0.0168	0.0174	0.0183	0.0210	0.0213	0.0195	0.0192	0.0187
Debt Service	N/A	0.0655	0.0665	0.0677	0.0697	0.0964	0.0480	0.0710	0.0665	0.0642
Paving and Lighting	0.0050	0.0048	0.0049	0.0048	0.0049	0.0050	0.0050	0.0050	0.0050	0.0049
Police	0.0250	0.0014	0.0014	0.0014	0.0015	0.0016	0.0013	0.0013	0.0013	0.0013
Special Recreation	0.0400	0.0400	0.0400	0.0400	0.0400	0.0400	0.0400	0.0400	0.0394	0.0400
		0.6300	0.6529	0.6789	0.7088	0.7645	0.7264	0.7443	0.7149	0.7149
City of Champaign		1.2942	1.2942	1.3084	1.3152	1.3152	1.3152	1.3152	1.3152	1.3152
Champaign County		0.7487	0.7688	0.7841	0.8138	0.8511	0.8636	0.8672	0.8458	0.8481
Forest Preserve District		0.0790	0.0817	0.0843	0.0880	0.0931	0.0944	0.0947	0.0923	0.0925
City of Champaign Township		0.0357	0.0371	0.0385	0.0404	0.0467	0.0472	0.0419	0.0392	0.0393
Champaign-Urbana Public Health District		0.1071	0.1075	0.1102	0.1163	0.1259	0.1290	0.1307	0.1267	0.1276
Parkland College		0.5082	0.5064	0.5120	0.5191	0.5253	0.5259	0.5460	0.5436	0.5411
Champaign School District Unit 4		3.6546	3.7238	3.8805	4.1185	4.3014	4.3884	4.4117	4.2704	5.0299
Mass Transit District		0.2619	0.2725	0.2831	0.2966	0.3198	0.3282	0.3332	0.3235	0.3274
Total		7.3194	7.4449	7.6800	8.0167	8.3430	8.4183	8.4849	8.2716	9.0360
										8.9985

Note 1: Fiscal Years - The annual levy covers the subsequent fiscal year beginning May 1 annually and is approved in November of the preceding fiscal year.

Note 2: Tax rates per \$100 of assessed value

Source: Champaign County Clerk



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** October 17, 2019

**SUBJECT:** Approval of FYE2020 Budget Book

### Background

The formal FYE2020 budget book is presented to the Board for approval prior to submitting it to the Government Finance Officers Association (GFOA) for the distinguished budget award, due within 90 days of adoption of the budget and appropriations ordinance. The totals reflected in the formal budget book are reflective of the Budget and Appropriation Ordinance No. 636 for FYE2020 as revised and approved on July 24, 2019. This document meets the criteria of the GFOA budget award program and this will be the document submitted for consideration this year. The District first applied and received this award in FY2005 and has received annually since then.

### Prior Board Action

On June 12, 2019, the Board set a date for the public hearing on the budget and appropriation ordinance. Ordinance No. 636: Budget and Appropriation Ordinance for FY2020 was presented for approval at the July 24, 2019 special meeting and was filed with the Champaign County Clerk on July 31, 2019 as required.

### Budget Impact

The Champaign Park District sets total expenditures/transfers in the amount of \$26,842,032 for the period beginning May 1, 2019 through April 30, 2020.

### Recommended Action

Staff recommends the Board approve the FYE2020 budget book.

Prepared by:

Reviewed by:

Andrea N. Wallace  
Director of Finance

Joe DeLuce, CPRP  
Executive Director





## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** October 18, 2019

**SUBJECT:** Human Kinetics Park OSLAD Development Design Contract

### Background

With the Martens Center campaign kicking off in 2017 the Park District also pursued further development and improvement of the 9 acre Human Kinetics Park. By the end of summer 2018 the Park District applied for an Open Space Land Acquisition and Development (OSLAD) grant for new outdoor recreation amenities at Human Kinetics Park. The Park District was awarded the OSLAD grant in early 2019, with the grant agreement fully executed by summer. With all the work taking place in the adjacent and immediate area, staff considered hiring Ratio/Berns Clancy (Martens Center) or Farnsworth Group (City's Boneyard Creek Improvements) but came to the conclusion that a separate, heretofore uninvolved, design/engineer would best serve the Park District's interests in developing the outdoor amenities at Human Kinetics Park: soccer fields, multi-purpose sports field, walking path, pavilion, community garden, basketball court, volleyball court, and futsal court. The Park District has an excellent working relationship with Hitchcock Design Group, who we've worked with at developments including Scott Park, Porter Family Park, Sunset Ridge Park, and Glenn Park.

### Prior Board Action

*September 12, 2018 Regular Board Meeting*—Board approved \$400,000 OSLAD grant application for Human Kinetics Park.

### Budget Impact

The total project cost for Human Kinetics Park Development is \$800,000. The \$70,000 design contract with Hitchcock Design Group is attached. It's worth noting that IDNR has already paid the Park District 50% of the grant award.

### Timeline

Fall 2019—construction documents, Winter/Spring 2020—bidding and bid award, Summer/Fall 2020—construction.

### Recommended Action

Staff recommends authorizing the Executive Director to enter into the contract with Hitchcock Design Group for Human Kinetics Park—Park District Attorney has reviewed the contract.

Prepared by:

Reviewed by:

Andrew Weiss  
Director of Planning

Joe DeLuce  
Executive Director

# DRAFT AIA® Document B104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of November in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Champaign Park District, an Illinois municipal corporation  
706 Kenwood Road  
Champaign, IL 61821

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

Hitchcock Design, Inc. d/b/a Hitchcock Design Group,  
22 E. Chicago Avenue, Suite 200 A  
Naperville, IL 60540

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

Human Kinetics Park  
1501 N. Market St.  
Champaign, IL 61821

The Project is for the development of a variety of active recreation improvements in conjunction with an Open Space Land Acquisition and Development (OSLAD) Grant from the Illinois Department of Natural Resources (IDNR), which will include sports fields, sport courts, playground, pavilion, community gardens and extensive walking path system.

The Owner and Architect agree as follows.

The Architect shall provide professional architectural services to Owner for the development of Human Kinetics Park pursuant to the terms of this Agreement and the Scope of Services identified herein.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Development of the Project shall consist of a program, research and analysis phase, design, development phase, construction, documentation phase, permitting phase, bidding and negotiation phase, and construction phase, services and additional services as may be applicable. On behalf the Owner, the Architect may engage the services of certain consultants, Nova Engineering for electrical engineering services and Piggush Engineering for grading and stormwater utility services. Architect will coordinate work with the Owner's recreation center team, Ratio Architects, Berns Clancy and Associates, and the Boneyard Creek consultant, Farnsworth Group. Compensation and payment for the Scope of Services identified in Exhibit A, except the construction phase services and additional services, shall be a fixed fee of \$70,000.00. Compensation for construction phase services shall be on an hourly basis to the extent requested by the Owner, with the applicable billing rates and expenses as stated in the attached Scope of Services, effective April 22, 2019.

§ 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 may appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 [Reserved.]

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

### .1 Commercial General Liability

Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

### .2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

### .3 Workers' Compensation

Workers' Compensation at statutory limits.

### .4 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$2,000,000 ) in the aggregate,

### .5 Additional Insured Obligations

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

.6 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5, together with suitable endorsements, extensions or riders providing such evidence.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Scope of Services provided are as described in Exhibit "A" attached hereto, made a part hereof and incorporated by reference herein and dated as of July 13, 2019.

§ 3.1.1 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 (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 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 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. 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 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and

Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, 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.

**§ 3.4.2 Evaluations of the Work**

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

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

**§ 3.4.3 Certificates for Payment to Contractor**

§ 3.4.3.1 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 3.4.2 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 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 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.

#### § 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

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; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 11.3.

- .1 Revisions to previously-completed and approved phases of the Basic Services;
- .2 The services of additional consultants not specified in the proposal documents;
- .3 Meetings with Owner or presentations to other parties not specified in the Basic Services;
- .4 Detailed quantity estimates and construction cost opinions using data or formats other than Architect's;
- .5 Detailed written summaries of Architect's work or their recommendations;
- .6 Services rendered after the time limitations set forth in this Agreement;
- .7 Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond Architect's control;

- .8 Services required to restart the project if Owner suspends Architect's work at Owner's convenience for more than ninety (90) days during the performance of Architect's services;
- .9 Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement; and
- .10 Services rendered after Final Acceptance of the Contractor's work or services rendered more than sixty (60) days after Substantial Completion of the Contractor's work.

§ 4.1.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.1.2 The Architect has included in Basic Services ~~three (3)~~ visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.1.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.



§ 5.9 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.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## 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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; rights-of-way, or 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 shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner may cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the

Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the Owner is the copyright owner of such information or has given permission to transmit such information for its use on the Project.

§ 7.2 The Owner shall be deemed the owners of all respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner and the Owner's consultants.

§ 7.3 The Owner shall own the Instruments of Service. The Architect shall have a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The Owner may authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the Architect and Architect's consultant(s), 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 indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner may assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Except for this project, any use of the Instruments of Service by a third party shall be its sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Completion of the Work together with any period of repose. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. 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** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Litigation in a court of competent jurisdiction

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

**§ 8.3 [Reserved]**

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, 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 Owner shall pay the Architect all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted only upon written agreement of the parties.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted only upon written agreement of the parties.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative 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 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 and Reimbursable Expenses incurred.

§ 9.7 Except as otherwise expressly provided herein, the portion of this Agreement for the provision of architectural services shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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.

§ 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 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, but shall inform the Owner if any such material or substances are discovered.

§ 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(Insert amount)

\$70,000

§ 11.2 [Reserved.]

§ 11.3 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.)*

« »

Employee or Category	Rate
Senior Principal	\$265
Principal	\$195
Senior Associate	\$150
Associate	\$125
Junior Associate	\$105

§ 11.4 Compensation for Reimbursable Expenses

§ 11.4.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Site office expenses as specifically detailed by Architect.

§ 11.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.5 Payments to the Architect

§

§ 11.5.1 Progress Payments

§ 11.5.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days after presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest pursuant to the provisions of the Illinois Local Government Prompt Payment Act.

§ 11.5.1.2 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.

§ 11.5.1.3 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

Special terms and conditions that modify this Agreement are as follows: N/A

*(Include other terms and conditions applicable to this Agreement.)*

« »

**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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 Exhibits: Exhibit A – Scope of Services  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

« »

- .4 Other documents: N/A  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

« »

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

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

« »« »

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

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

« »« »

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



July 13, 2019

## Scope of Services

### Human Kinetics Park

#### A. Program and Analysis Phase

*Objective:* The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design.

*Process:* Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff] Conduct a Kick-off Meeting** with client representatives and the other project team members confirming:
  - a. Project area and adjacent influences
  - b. OSLAD grant requirements and expectations
  - c. Project team and stakeholders
  - d. Stormwater utilities
  - e. Electrical utilities and challenges
  - f. Budget and schedule
  - g. Communications and decision-making
2. **Identify Jurisdictional Interests** by discussing the project:
  - a. With City representatives about the proposed improvements
  - b. With the IDNR grant administrator to understand expectations of electrical utility treatments.
  - c. With the electrical utility company to help you understand the process of burying the utility
3. **Collect Data** for the project area and the immediate surroundings including:
  - a. Topographic survey
  - b. Aerial photography
  - c. Boundaries, property ownership and easements
  - d. Applicable OSLAD application documents, plan and budget
4. Following the Kick-Off meeting, walk the site with Park District representatives and **Photograph the Project Area** to identify readily apparent physical conditions and patterns of use.
5. **Secure Pricing to Provide a Geotechnical Investigation Report** from qualified geotechnical firms to conduct up to two soil borings at the locations of the proposed improvements for your review and to define:
  - a. Strength, consolidation and bearing capacities of the existing sub-surface
  - b. Presence of any unsuitable sub-grade materials
6. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the boundary and topographic survey.
7. Prepare a written **Project Program** that includes:
  - a. Project design program
  - b. Jurisdictional factors
  - c. Budget information
  - d. Project Schedule
8. **Review the Program and Analysis** by forwarding the written Project Program and discussing with Park District representatives and other project team members by phone.

**Deliverables: Base Maps, Written Project Program**



July 13, 2019

#### B. Design Development Phase

*Objective:* The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

*Process:* Following your approval of the Program and Analysis Phase, the Hitchcock Design Group team will:

1. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
  - a. Soccer fields (3)
  - b. Multi-purpose sports field
  - c. Basketball court
  - d. Futsal court (in coordination with your selected product manufacturer)
  - e. Sand volleyball court
  - f. Playground
  - g. Pavilion
  - h. Community gardens
  - i. Walking path
  - j. Landscape improvements
  - k. Grading and drainage
2. Refine the Preliminary **Engineering** recommendations including:
  - a. Storm water grading and drainage *\*\*Storm water detention not included*
  - b. Electrical
3. Prepare the **Design Development Documents** including:
  - a. Existing conditions information
  - b. Plan view drawings
  - c. Descriptive supplemental drawings
  - d. Product data
4. Prepare a summary of estimated quantities and the **Construction Cost Opinion**.
5. **[Meetings #2 & #3: Staff]** Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.
6. Review the Design Development Documents with **the City engineering** as appropriate to this phase of work.

**Deliverables: Design Development Document, Construction Cost Opinion, Meeting Summaries, updated Project Program**

#### C. Construction Documentation Phase

*Objective:* The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

*Process:* Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
  - a. Digital construction drawings
    - i. Cover sheet, notes and legend
    - ii. Existing conditions plans
    - iii. Site preparation plans
    - iv. Grading and drainage plans and Storm Water Pollution Prevention plans (SWPPP)
    - v. Electrical plans
    - vi. Layout and materials plans
    - vii. Landscape plans
    - viii. Site construction details





July 13, 2019

2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
  - i. General and Supplementary Conditions
  - ii. Technical specifications
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. [Meetings #4 & #5: Staff – **ONLINE MEETINGS**] Review the Construction Documents with you at 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.

**Deliverables: Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries**

#### D. Permitting Phase

**Objective:** The objective is to obtain the required permits.

**Process:** Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

1. Prepare and assemble **Permit Documents** including:
  - a. Site Development Permit with the City of Champaign
  - b. NPDES for the IEPA
2. **Submit Permit Documents** as listed to the respective regulatory agencies.
3. Communicate with you as necessary to **Discuss Review Letter(s)** received from regulatory agencies.
4. **Make One (1) Set of Authorized Revisions** to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

**Deliverables: Permit Documents, Revisions**

#### E. Bidding and Negotiation Phase

**Objective:** The objective is to help the client select a qualified contractor to construct the improvements.

**Process:** Following your approval, the Hitchcock Design Group team will:

1. **Place Bidding Documents in Online Digital Plan Room** for bidding distribution and Management. **Recommend Reputable Contractors** for your consideration.
2. Help you advertise the bid letting by preparing **Legal Notice** for your use in publicizing the bid.
3. **Answer Questions and Issue Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
4. Using the copy of open bids provided by the Park District, **Prepare a Bid Tabulation** spreadsheet.
5. **Perform Reference Checks** for the apparent low bidder's references. **Issue a Bid Results Summary Letter**.

**OPTIONAL SERVICES:** We can attend and/or conduct a Pre-Bid Meeting and the Bid Opening upon your request on a time and materials basis.

**Deliverables: Bidding Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter**



July 13, 2019

## CONSTRUCTION PHASE SERVICES

We can provide the following services on an hourly basis at the client's request.

### A. Construction Administration

*Objective:* The objective is to help you finalize and administer your construction contract with the Contractor.

*Process:* Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 30 days after Substantial Completion of the work, whichever occurs first:

1. Help you prepare an **Owner / Contractor Agreement**.
2. **[Construction Meeting #1: Staff / Contractor]** Conduct a **Pre-Construction Meeting** with you and the Contractor to review;
  - a. Contractor mobilization and staging
  - b. Contractor schedules
  - c. Contractor submittals
  - d. Responsibilities
  - e. Communications
  - f. Payment procedures
3. **Issue Interpretations or Clarifications** of the Contract Documents when requested by: you or the Contractor.
4. Prepare recommendations for construction **Change Orders**, as requested by:
  - a. You, because of a change that you wish to make to the scope of the Contractor's work
  - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
5. **Review Submittals and Shop Drawings**, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
6. **Review Testing Procedures** and data provided by independent testing services.
7. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.

*Deliverables:* **Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Testing Review, Payment Recommendations**

### B. Construction Observation

*Objective:* The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

*Process:* During construction, we will:

1. **[Construction Meetings #2 - #4: Staff / Contractor]** Participate in **Site Meetings** at key intervals (three (3) total progress meetings anticipated with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
2. **Prepare Field Reports** of the progress meetings at the site with you and the Contractor.

*Deliverables:* **Field Reports**



July 13, 2019

### C. Contract Close-out

*Objective:* The objective is to help the client close out its construction contract with the Contractor.

*Process:* After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. **[Construction Meeting #5: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through and **prepare a Punch List** upon substantial completion of the construction of the work documented by us.
2. **Review Contract Close-out Submittals** required as provided by the Contractor, such as but not limited to:
  - a. Operating and maintenance manuals
  - b. As-built record drawings
  - c. Labor and material lien waivers
  - d. Payment applications
3. **[Construction Meeting #6: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and **Establish Final Acceptance**.
4. **Prepare Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.
5. Participate in a final walk through with you and the IDNR for OSLAD grant close out.

*Deliverables:* **Punch List, Closeout Submittal Review, Final Payment Recommendation**

### ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

### AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



## Standard Billing Rates and Expenses

Effective April 22, 2019

### Billing Rates

Senior Principal	\$265
Principal	\$195
Senior Associate	\$150
Associate	\$125
Junior Associate	\$105

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year **two thousand nineteen**

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

**Champaign Park District  
706 Kenwood Avenue  
Champaign, IL 61821**

and the Architect:

**RATIO Architects, Inc.  
102 South Neil Street  
Champaign, IL 61820**

for the following Project:

**CPD North Champaign Community Center (Martens Center)  
RATIO Project No. 17088.000**

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.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SPECIALTY AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

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

**§ 1.1.1** The Owner's program for the Project:

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

**This project is the result of a partnership between the Champaign Park District and a gift by the founders of Human Kinetic Publishers Rainer and Julie Martens. Martens Center will be home to the Don Moyer Boys and Girls Club Elementary Age After School Program. Since the initial fundraising effort, the Champaign County Regional Planning Commission will operate a Head Start location from Martens Center, and OSF Health will run an outpatient resource center in the facility. The building program also contains a fitness center, gymnasium with running track, multi-purpose rooms, residential grade kitchen, informal "cafetorium" performance space, and interior playground. The Champaign Park District has indicated a preference for a geothermal system and pre-cast concrete construction.**

**§ 1.1.2** The Project's physical characteristics:

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

**The project consists of design and construction of a new 40,000 square feet community center located on North Market Street in Champaign, Illinois.**

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

*(Provide total and, if known, a line item breakdown.)*

**The current budget is ten million six hundred thousand dollars (\$10,600,000.00) for construction.**

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

- .1** Design phase milestone dates, if any:
- .2** Construction commencement date:
- .3** Substantial Completion date or dates:
- .4** Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

#### **Competitive Bid**

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

**Joe DeLuce, Executive Director  
Champaign Park District  
706 Kenwood Avenue  
Champaign, IL 61821**

**§ 1.1.8** 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 contact information.)*

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

- .1** Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

**Ed Scopel  
301 North Neil Street, Suite 102  
Champaign, IL 61820**

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

Init.

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

**.1** Structural Engineer:

**Bacon, Farmer, Workman Engineers**  
**907 Arrow Road, Suite 2**  
**Champaign, Illinois 61821**

**.2** Mechanical, Electrical, Plumbing, Fire Protection, Telecommunication/ Data Engineer:

**BRiC Partnership, LLC**  
**100 E. Washington St., Suite 220**  
**Belleville, Illinois 62220**

**.3** Civil Engineer:

**Berns, Clancy and Associates**  
**405 East Main Street**  
**Urbana, Illinois 61803-0755**

**.4** Cost Estimating Consultant:

**Middleton Construction Consulting**  
**5600 North River Road, Suite 910**  
**Rosemont, Illinois 60018**

**§ 1.1.11.2** Consultants retained under Specialty Services:

**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may reasonably rely on the Initial Information.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services" or "Services".

**§ 2.2** Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing architectural services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural practices as are exercised by a competent architect with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture in the Champaign, Illinois areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard").

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect, who are directly in charge of the professional architectural or engineering work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with



respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.

**§ 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 compromises or would reasonably appear to compromise the Architect's professional judgment and commitment with respect to this Project.

**§ 2.5** The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred because of, or arising out of, Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

**§ 2.6** All agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement such that the Architect performs its Services in accordance with this Agreement. The Architect shall timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to the Architect's consultants in accordance with this Agreement; provided that, such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect in account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its Services.

**§ 2.7** The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the integrity of the Work is typical and expected from architects performing these types of services. The Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law. Notwithstanding the foregoing, the Parties acknowledge that minor imperfections in the instruments of service of the Architect prepared by persons other than the Architect may occur and the Parties agree to attempt to resolve any disputes resulting therefrom in a fair and equitable manner under the circumstances presented.

**§ 2.8** The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that, the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

**§ 2.9** Insurance. The Architect shall maintain the following insurance for the duration of this Agreement:

**.1 General Liability.** The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**.2 Automobile Liability.** The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**.3 Workers' Compensation.** The Architect shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.

**.4 Professional Liability.** The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$5,000,000 aggregate.

## **.5 General Insurance Provisions**

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

**.2 Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

Init.

**.3 Cross-Liability Coverage.** If Architect's commercial general liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**.4 Consultants.** The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of not less than \$2,000,000 per occurrence. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

**§2.10 Indemnification.** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its commissioners, officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services; provided that, any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its commissioners, officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

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

**§ 3.1** The services to be provided by the Architect as described in Architect's proposal dated April 22, 2019, and this Agreement are complementary and supplementary and the Architect shall provide all of the services described in, or implied from, all of these documents, taken as a whole and include usual and customary architectural, civil, structural, landscaping, mechanical, and electrical engineering services. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to Owner shall control.

**§ 3.1.1** The Architect shall manage the Architect's services, including any services provided by Architect's consultants, as enumerated pursuant to this Agreement, 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 reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness 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 for the Owner's approval a schedule for the performance of the Architect's services and any of Architect's consultant's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Owner's Board of Commissioner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, as determined by Owner and not objected to by Architect, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive **to third parties** or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's **prior** written approval. **The Architect's prior knowledge via written notification by the Owner or other written instrument provided to or prepared by the Architect, of Owner's intended directive or substitution and failure to object thereto in writing within three days shall constitute the Architect's approval of such directive or substitution.**

Init.

**§ 3.1.5** The Architect shall thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine **the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing and designing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Architect** shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. **The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project.** The Architect shall review and discuss with the Owner proposed site use and improvements; selection of materials; building systems and equipment; identification of long-lead items; any special governmental or utilities requirements; and timing/scheduling issues. **The Architect will conduct such further investigations, and recommend to Owner for Owner to conduct such further testing, as necessary or appropriate, to secure required governmental approvals,** including but not limited to approvals from the City of Champaign and any other approvals as required by applicable governmental bodies **and to further define Project requirements.** The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

**§ 3.1.6** 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, including but not limited to the City of Champaign and any other filings as required by applicable governmental bodies.

**§ 3.1.7** The Architect shall not be responsible for verifying the condition of an existing structure, equipment, or appliance as part of Basic Services unless such verification can be made by simple visual observation. Any further investigation, if authorized or requested by the Owner, shall be provided as an Additional Service. If, after the Construction Documents are prepared, it appears from uncovering parts or portions of an existing structure that the drawings and/or specifications must be altered to conform to previously hidden conditions, all such work shall be performed by the Architect as an Additional Service.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 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, the proposed procurement and 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 in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall prepare and deliver its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect and Owner shall reach a mutual understanding 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 on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable 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 more advanced sustainable design services as a Specialty Service under Section 4.1.1.

**§ 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 program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's 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, 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 other appropriate elements. 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** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.4.6** The Construction Documents are the products of human design, and as such, subject to imperfections. The Architect and the Architect's Consultants shall describe all the work required to complete the Project to the best of their knowledge and in accordance with recognized professional standards.

**§ 3.4.7** The Construction Documents submitted for Owner's approval at the end of the Construction Documents Phase reflects the Architect's professional skill and care in its effort to provide construction documents that are adequate for construction, provide a facility which is consistent with the Owner's program, and that complies with applicable codes enacted at the time of commencement of the Schematic Design Phase, which shall be determined through review of the Construction Documents by the governmental authorities and agencies having jurisdiction.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; 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.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1** facilitating the distribution of Bidding Documents to prospective bidders;
- .2** organizing and conducting a pre-bid conference for prospective bidders;
- .3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 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™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, 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 4.2 and except as provided in Section 3.6.6.5, 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 recommendation for payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to recommend to the Owner the rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner the requirement of inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, 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. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and recommend the amounts due the Contractor and shall issue certificates in such amounts. The Architect's recommendation 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and observations, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 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 observations 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 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 Architect 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 of the schedule. 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** The Architect shall review 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 construction means, methods, techniques, sequences or procedures. The Architect's review 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. 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 issue supplemental Drawings and Specifications in response to the requests for information.

**§ 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 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:

- .1** conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2** issue Certificates of Substantial Completion;
- .3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4** issue a final recommendation for Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's observations shall be conducted with the Owner to check general 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 Substantial Completion has been achieved, 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; and (3) 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 operations and performance.

**ARTICLE 4 SPECIALTY AND ADDITIONAL SERVICES**

**§ 4.1 Specialty Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project if authorized by the Owner. The Architect shall provide the listed Specialty 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Specialty Service is not being provided for the Project.

*(Designate the Architect’s Specialty Services and the Owner’s Specialty Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Specialty Service. Insert a description of the Specialty Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Specialty Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	Architect
<b>§ 4.1.1.2</b> Multiple preliminary designs	Not Provided
<b>§ 4.1.1.3</b> Measured drawings	Not Provided
<b>§ 4.1.1.4</b> Existing facilities surveys	Not Provided
<b>§ 4.1.1.5</b> Site evaluation and planning	Not Provided
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	Architect
<b>§ 4.1.1.7</b> Development of Building Information Models for post construction use	Not Provided
<b>§ 4.1.1.8</b> Civil engineering	Architect
<b>§ 4.1.1.9</b> Landscape design	Architect
<b>§ 4.1.1.10</b> Architectural interior design	Architect
<b>§ 4.1.1.11</b> Value analysis	Not Provided
<b>§ 4.1.1.12</b> Detailed cost estimating beyond that required in Section 6.3	Not Provided
<b>§ 4.1.1.13</b> On-site project representation	Not Provided
<b>§ 4.1.1.14</b> Conformed documents for construction	Architect
<b>§ 4.1.1.15</b> As-designed record drawings	Not Provided
<b>§ 4.1.1.16</b> As-constructed record drawings	Not Provided
<b>§ 4.1.1.17</b> Post-occupancy evaluation	Not Provided
<b>§ 4.1.1.18</b> Facility support services	Not Provided
<b>§ 4.1.1.19</b> Tenant-related services	Not Provided
<b>§ 4.1.1.20</b> Architect’s coordination of the Owner’s consultants	Not Provided
<b>§ 4.1.1.21</b> Telecommunications/data design	Architect
<b>§ 4.1.1.22</b> Security evaluation and planning	Not Provided
<b>§ 4.1.1.23</b> Commissioning	Not Provided
<b>§ 4.1.1.24</b> Sustainable Project Services pursuant to Section 4.1.3	Not Provided
<b>§ 4.1.1.25</b> Fast-track design services	Not Provided
<b>§ 4.1.1.26</b> Multiple bid packages	Not Provided
<b>§ 4.1.1.27</b> Historic preservation	Not Provided

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<b>§ 4.1.1.28</b> Furniture, furnishings, and equipment design	Not Provided
<b>§ 4.1.1.29</b> Other services provided by specialty Consultants	Not Provided
<b>§ 4.1.1.30</b> Other Specialty Services	Not Provided

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement and after the Instruments of Services are in final form, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations, that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 **Consultation concerning replacement of Work resulting from fire during construction;**
- .8 Providing services to obtain variances of current standards of authorities having jurisdiction, including building and fire codes, governmental development standards, zoning, and the like.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall promptly notify Owner if any of the following Additional Services are required and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice. Architect shall provide the following Additional Services only upon Owner's approval

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice when 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;
- .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; or,
- .4

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Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services only upon request from the Owner.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

**§ 5.4** 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 other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** Unless otherwise specified, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Specialty Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** 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.

**§ 5.10** 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.

Architect hereby agrees to cooperate with Owner's accountants and auditors and to maintain financial records in accordance with this Agreement.

**§ 5.11** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.12** The Owner shall provide the Architect and the Architect's Consultants access to the Project site prior to commencement of the Work.

**§ 5.13** Within a reasonable time not less than 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

## **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 and costs. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect, upon the Owner's approval, shall be permitted to: i) include contingencies for design, bidding, and price escalation; ii) to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; iii) to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget; and iv) base the Cost of Work on current area, volume or similar conceptual estimating techniques.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** Architect hereby agrees and acknowledges that: 1) All title, ownership and copyright privileges to all drawings, plans, specifications and other documents prepared by the Architect in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the

Owner's business), are and shall be solely in the Owner; 2) to the extent that the Instruments of Services and any other Public Materials, are not Owner's property, Architect hereby assigns its rights therein, whether under patent, copyright, trade secret or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Owner with the understanding, acknowledgment and agreement that Owner can effectively grant a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sub-licensable license to use, copy or publish the Public Materials by any means or media in connection with any activity in accordance with this Agreement. Architect agrees, when requested by the Owner, to execute immediately any documents which evidence and acknowledge the ownership of all such drawings, plans, specifications and other documents in the Owner. Reproducible copies of all drawings and specifications and all other such materials shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the

Architect. In the event that Owner is named as a defendant in a lawsuit or other proceeding alleging a violation of a patent, trademark, copyright or other form of intellectual property right, in connection with an item included in the specifications for the Work prepared by the Architect, or in any promotional materials prepared and used by the Architect referencing the Project, Architect shall defend and indemnify and hold harmless Owner against and from any damages, judgments, costs and expenses suffered or incurred by them in connection therewith.

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** This Agreement shall be governed by the law of the State of Illinois.

**§ 8.1.3** Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Champaign County, Illinois.

**§ 8.1.4** The Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any commissioner, director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the

Owner and not against such commissioner, director, officer or employee. The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of this Agreement shall be made against the Architect and not against any director, officer or employee of the Architect.

**§ 8.2 Dispute Resolution**

**§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter related 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 set forth in Section 8.2.4.**

**§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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 binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.**

**§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.**

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration

Litigation in a court of competent jurisdiction pursuant to Article 8.

Other

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, 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. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. Before resuming services, the Owner shall pay the Architect all undisputed sums prior to suspension.

**§ 9.2** The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time, upon written notice to Architect. The Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules for the performance of Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement, or for any other reason which is the fault of the Architect.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

Init.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice in the event the other party fails to substantially 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 days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, excluding overhead and profit.

**§ 9.7** If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the  
*(Paragraph Deleted)*

Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the **State of Illinois**.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 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, including any payments due to the Architect by the Owner prior to the assignment.

**§ 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.

**§ 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. Architect shall report to Owner any hazardous materials discovered by Architect 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 at no additional cost to the Architect. The Architect is under no obligation to purchase usage rights to the Project's photography or artistic representations on the Owner's behalf in order to create the Project's photography or artistic representations. 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 may in its sole discretion provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information considered and designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10 Independent Contractor.** The Architect agrees that all Services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

**§ 10.11 Retention of Records** Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data



and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

**§ 10.12 Subcontracts** The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

### **§ 10.13 Compliance with Laws**

The Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement, including but not limited to the following:

- .1** The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, all applicable federal and state laws and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in provision of the services, including the provisions of the Equal Employment Opportunity Clause. Architect specifically represents and certifies to Owner that Architect complies with all applicable provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the Services, a written sexual harassment policy in full compliance with Section 2-105(A)(4) thereof.
- .2** To the best of the Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no commissioner, official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.
- .3** The Architect certifies that it is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .4** If Architect has 25 or more employees on the date of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. The Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- .5** The Architect hereby certifies that, to the best of its knowledge, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform the Services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

**§ 10.14 Headings** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

**§ 10.14 Notices** All notices required pursuant to this Agreement shall be sent to the attention of:

Owner:  
 Joseph DeLuce  
 Champaign Park District  
 706 Kenwood Avenue  
 Champaign, IL 61821  
 T: 217-398-2550  
 Email: joe.deluce@champaignparks.com

Architect:  
 Ed Scopel  
 RATIO Architects, Inc.  
 102 South Neil Street  
 Champaign, IL 61820  
 T: 217-239-3102

**ARTICLE 11 COMPENSATION**

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

- .1 Stipulated Sum  
 (Insert amount)

A stipulated lump Sum of Seven Hundred Five Thousand and 00/100 Dollars (\$705,000.00) ("Architect's Fee")

**§ 11.2** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
 (Insert amount of, or basis for, compensation.)

Any other Additional Services will be provided upon a negotiated fee mutually agreed to by Architect and Owner.

**§ 11.3** Compensation for Specialty and Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus zero percent ( 0 %).

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twelve	percent (	12	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Eight	percent (	38	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	25	%)
<hr/>				
Total Basic Compensation	One Hundred	percent (	100	%)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis 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 authorized and properly performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services properly performed regardless of whether the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth and appended to Exhibit A .

## **§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Specialty, 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** Permitting and other fees required by authorities having jurisdiction over the Project;
- .4** Printing, reproductions, plots, and standard form documents;
- .5** Postage, handling, and delivery;
- .6** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7** Site office expenses;
- .8** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .9** 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 ten percent (10%). Reimbursable Expenses shall not exceed Eighteen Thousand Dollars (\$18,000.00) without prior written approval of Owner. Architect shall provide all supporting documentation regarding such Reimbursable Expenses.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$ 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 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*.

**§ 11.10.2.2** 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 Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectation consistent with the terms and conditions of this Agreement.

Notwithstanding the foregoing, Owner may withhold amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Specialty and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon request.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**§12.1** The Owner will use reasonable efforts to require, and Architect shall provide in any Contract Documents prepared by Architect on behalf of Owner, that the Contractors responsible for construction shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable. Such insurance shall provide substantially that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance."

**§12.2** The Architect and the Owner agree that a provision containing substantially the following language will be inserted in the Contract Documents in the interests of both parties: "To the fullest extent by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its commissioners, officers, employees, representatives and volunteers and the Architect and their employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner, its commissioners, officers, employees, representatives and volunteers and Architect or any of the employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents."

**§12.3** The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement.

Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

**§12.4** In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, theft, strike, lockout, other

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

**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 the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

**Exhibit A – RATIO. Design Services Proposal (dated May 22, 2019), attached to and incorporated as part of this Agreement by reference. In the event of a conflict or inconsistency between the Agreement and Exhibit A, both shall be construed in a manner most favorable to Owner.**

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

**Champaign Park District**

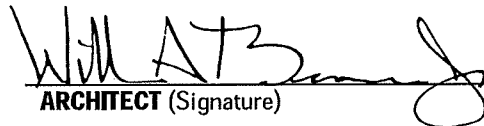
**RATIO Architects, Inc.**

\_\_\_\_\_  
OWNER (Signature)

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

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

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



\_\_\_\_\_  
ARCHITECT (Signature)

**William A. Browne, Jr., President**

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



## RATIO

Architecture Preservation Interior Design Landscape Architecture Urban Design + Planning Graphic Design

May 22, 2019

Mr. Joe DeLuce  
Executive Director  
Champaign Park District  
706 Kenwood Road  
Champaign, Illinois, 61821

Re: Martens Center

Dear: Joe

RATIO is excited to continue partnering with the Champaign Park District in advancing the Martens Center at Human Kinetics Park. We are honored to participate in this very important project that will provide amazing services and amenities for our community. The following constitutes our understanding of the scope of work and our fee proposal.

### PROJECT SCOPE

The project consists of design and construction of a new 40,000 square feet community center located on North Market Street in Champaign, Illinois. This project is the result of a partnership between the Champaign Park District and a gift by the founders of Human Kinetic Publishers Rainer and Julie Martens. Martens Center will be home to the Don Moyer Boys and Girls Club Elementary Age After School Program. Since the initial fundraising effort we understand The Champaign County Regional Planning Commission will operate a Head Start location from Martens Center, and OSF Health will run an outpatient resource center in the facility. The building program also contains a fitness center, gymnasium with running track, multi-purpose rooms, residential grade kitchen, informal "cafetorium" performance space, and interior playground. The Champaign Park District has indicated a preference for a geothermal system and pre-cast concrete construction.

Indoor aquatics is **excluded** from this proposal. It is our understanding the Champaign Park District will **not** pursue an indoor pool as part of this project. We understand the Champaign Park District has been awarded an OSRAD grant for improvements to Human Kinetics Park. This proposal excludes work associated with improvements to Human Kinetics Park. Site work within the project boundary includes: parking lots, drive lanes, sidewalk, and landscape design. RATIO will design a space for a community garden but excludes specification of soil media and seed mix for the garden.

The current budget is ten million six hundred thousand dollars for construction (\$10,600,000.00). The Project will be developed assuming a design, bid, build delivery method. While this project will not pursue LEED certification, RATIO is committed to

reducing the carbon impact of our projects. As such, RATIO will work with the Champaign Park District, and our consultant team, to identify and implement sustainable goals for the project.

## **BASIC DESIGN SERVICES**

Basic Services include architectural design, structural, mechanical, structural, and electrical engineering services. Services are provided through the following phases of work: Schematic Design, Design Development, Construction Documents, Bidding & Award, and Construction Administration. We propose making submittals, with a corresponding cost estimate after each of the following design phases: Schematic Design, Design Development, and at the completion of 95% Construction Documents. During the Construction Administration phase, we propose weekly, onsite meetings with the Owner, Architect, and Contractor concurrent with observation of the work in compliance with the Contract Documents. We assume the construction to occur over a period of fourteen months.

## **SUPPLEMENTAL SERVICES**

The following work is not recognized as a Basic Service. We propose providing the following supplemental services as part of this agreement at no additional cost to the Champaign Park District.

- Civil Engineering
- Landscape Design
- Architectural Interior Design
- Telecommunications/ data design

The following supplemental services are excluded from this proposal. If any of these services are requested, we will prepare a written proposal, identifying our services and compensation, for your review and approval prior to initiating the requested services.

- As-Designed Record Drawings
- As-Constructed Record Drawings
- Post-Occupancy Evaluation
- Architect's coordination of Owner's Consultants
- Commissioning
- Sustainable Project Services (LEED)
- Fast-track Design Services
- Multiple Bid Packages
- Furniture, furnishings, and equipment design
- Audio/Visual Design
- Security Design
- Advanced Acoustical Design

**DESIGN TEAM**

RATIO proposes the following design team for the Project:

RATIO	Architecture, Landscape Architecture, Interior Design
BRiC Engineering	Mechanical, Electrical, Plumbing, Fire Protection, Telecommunication/ Data
Bacon, Farmer Workman	Structural Engineering
Berns Clancy Associates	Civil Engineering
Middleton Construction Consulting	Cost Estimating

**COMPENSATION & SCHEDULE**

In consideration of the Project Scope, Design Services, and Schedule we offer a lump sum fee of seven hundred five thousand dollars \*\*\*( $\$705,000.00$ ).

**\*\*\*This proposal represents the cost of design fees minus the  $\$90,000.00$  fee already paid by the Champaign Park District.**

Design Services	% of Fee	Fee
Schematic Design	12%	\$84,600.00
Design Development	20%	\$141,000.00
Construction Documents	38%	\$267,900.00
Bidding/ Negotiation	5%	\$35,250.00
Construction Administration	25%	\$176,250.00
	<b>TOTAL</b>	\$705,000.00

Consultants (included in total above)	% of Fee	Fee
MEP	26%	\$183,300.00
Structural	11.3%	\$80,000.00
Civil	10%	\$70,500.00
Cost Estimating	4.3%	\$30,600.00

**REIMBURSABLE EXPENSES**

Expenses attributable to your project are in addition to the compensation and will be invoiced as a Reimbursable Expense at 1.0 times the item's expense. Expenses may include:



Mr. Joe DeLuce

Page 4

May 22, 2019

- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies
- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel per Diem
- F. Renderings and animations
- G. Agency reviews and fees
- H. Geotechnical report, Soil borings
- I. Other, approved, miscellaneous expenses

We estimate reimbursable expenses will not exceed Eighteen Thousand Dollars (\$18,000.00). We will only invoice for expenses incurred in the interest of the project and will provide back-up receipts with our invoicing as required. Any monies remaining within this estimate at the completion of the project will revert back to the client in full.

#### **ADDITIONAL SERVICES**

Any additional services beyond the identified Design Services above, which you may request, will be invoiced at the hourly rate of the personnel assigned to the task. Services provided by RATIO will be performed in accordance with RATIO's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and is available upon request. If an additional service is requested, we will prepare a written proposal, identifying our services and compensation, for your review and approval prior to initiating the requested services.

#### **PAYMENT SCHEDULE**

Invoices will be sent monthly and shall be in proportion to services performed. Payment is due upon receipt. Amounts unpaid thirty (30) days after being received will bear interest at one and one-half percent (1 1/2%) per month accrued.

#### **INSURANCE**

In consideration of the Project Scope, Design Services and Compensation, RATIO will maintain insurance coverage for this project with the following limits:

##### General Liability

\$1,000,000 each Occurrence Limit, \$2,000,000 Aggregate

##### Automobile Liability

\$1,000,000 CSL each accident, \$1,000,000 for Hired and Non-Owned Liability

##### Worker's Compensation

\$1,000,000 each Accident, \$1,000,000 Disease Policy Limit

##### Professional Liability

\$5,000,000 per Claim, \$5,000,000 Aggregate

#### **ABANDONMENT**

Mr. Joe DeLuce  
Page 5  
May 22, 2019

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

Please review this proposal and if all is in order, return an executed original for our file, at which time we will draft an AIA Document B101 – 2017 Standard Form Agreement Between Owner and Architect for your review. If you have any questions, do not hesitate to contact me directly. Thank you for considering RATIO for your interesting project.

All the best,

Edward J. Scopel, AIA  
Principal

cc: RATIO File

**AUTHORIZATION TO PROCEED:**

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Joseph DeLuce, Executive Director  
Champaign Park District

Date



**REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: October 23, 2019**

**SUBJECT: Carle at the Fields Trail**

Background

In 2019, the District entered into a Maintenance Agreement with The Carle Foundation (Carle) and an Intergovernmental Agreement with the City of Champaign (City) for the Carle at the Fields Trail. Both agreements expire in 2021. Temporary agreements were established because over half of the trail was located in unannexed property and outside of the District bounds.

Prior Board Action

*February 27, 2019* – Approved Intergovernmental Agreement with the City of Champaign for Carle at the Fields annexed area

*June 12, 2019* – Approved Carle at the Fields Trail Maintenance Agreement with The Carle Foundation

Discussion

If Carle annexes the remainder of the tract, or portions of the tract before the agreements expire, it will affect how the District may proceed with the Maintenance Agreement and potential dedications. Annexing the remainder of the tract does not have much of an effect on the Intergovernmental Agreement (expires April 16, 2021) between the City and the District because the City would be accepting the dedication of the trail along Staley Road. However, the intent of the Maintenance Agreement (expires June 11, 2021) between the District and Carle is such that Carle is reimbursing the District for costs associated with maintenance of the unannexed portion of the trail. Initially, the thought was to renew the Maintenance Agreement at the end of its term. If the entirety of the trail is annexed, a simple renewal is not as feasible.

The City will be accepting the dedications of trail within the right of way along Staley Road and along Curtis Road (between Staley and Fields South Drive). It would be beneficial to the annexation process for the District to make a determination on whether or not the District shall accept the dedication of the remainder of the trail from Carle. The trail fits within the District Trail Donation Guidelines (Policy 01-08) and aligns with the Champaign Trails Plan (proposed Curtis Road Multi-Use Trail).

The City is not requesting any immediate action of the District as Carle has not formally begun the annexation process. However, it would be to the District's benefit to establish a position on whether or not the District shall accept future path dedications from Carle as to not delay the process.

Attachments/Exhibits

1. Carle at the Fields Trail Dedication Diagram

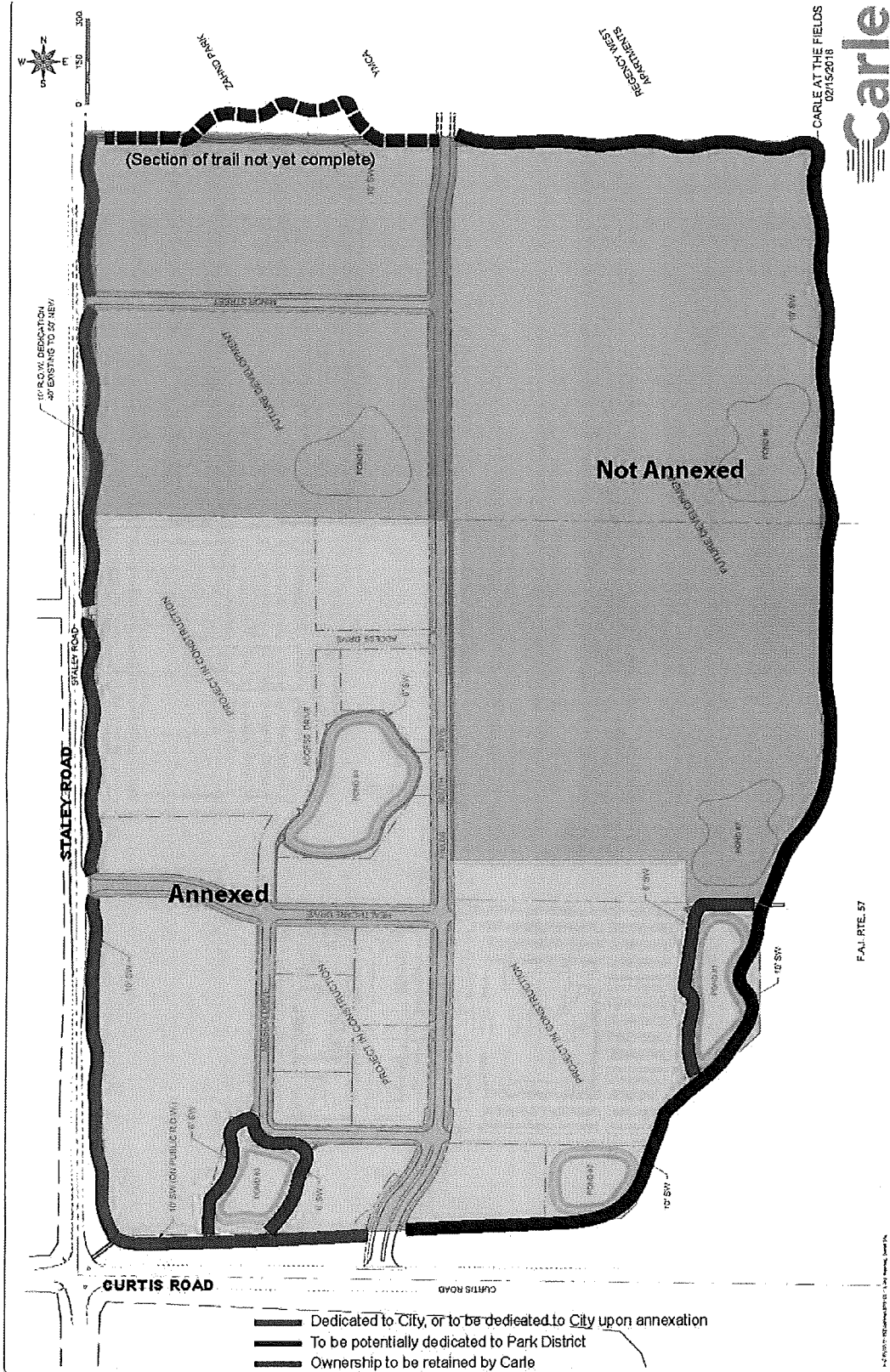
Prepared by:

Bridgette Moen  
Park Planner

Reviewed by:

Andrew Weiss  
Director of Planning

Attachment 1: Carle at the Fields Community Trail context diagram



191010 NTS

Note: for informational purposes only. Please refer to final recorded plats for verification of dedications.