Village of Carol Stream

SPECIAL WORKSHOP MEETING

MONDAY MARCH 21, 2016

6:00 P.M.

GREGORY J. BIELAWSKI MUNICIPAL CENTER
500 N. GARY AVENUE
CAROL STREAM, ILLINOIS 60188

LOWER LEVEL TRAINING ROOM

AGENDA

1. CALL TO ORDER
2. ATTENDANCE
3. VILLAGE HALL REMODELING RENOVATION-PHASE 2 DESIGN
4. PRESENTATION FY16/17 BUDGET WRAP-UP
5. OTHER BUSINESS
6. ADJOURNMENT

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

RM

FROM: Robert Mellor, Assistant Village Manager

DATE: March 17, 2016

RE: Contract for Architectural Design Phase Services – Municipal Center Remodeling/Renovation Project

At the March 3, 2016 workshop to discuss the Municipal Center Remodeling/Renovation project you reviewed and gave direction on the preliminary design options presented by Williams Architects, reviewed preliminary funding options for the various construction models and reached consensus on design option 2. Design option 2 consisted of complete remodeling/renovation of the existing Municipal Center including excavation of the unexcavated basement level and construction of a third level over the existing administrative office areas. Attached is a copy of the Executive Summary from Williams Architect summarizing discussions with staff and the Village Board on this project. Staff was directed to work with Williams Architect on a proposal for a basic design services agreement at the conclusion of the workshop on March 3, 2016.

Attached for your review is a copy of the draft Williams Architect proposal for basic design services for construction option 2. The proposal is based on a total estimated project budget of $13,100,000 - $15,650,000 including consultant fees and all purchases related to construction. The attached proposal from Williams Architects for basic services (Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration) is $840,000 or approximately 7.9% of total construction only costs of $10,600,000 [1]. The proposal contemplates construction taking place in 2 phases to allow Village operations to continue in one part of the building while other areas are being renovated. This adds approximately $50,000 for construction administration for Phase 2. There are other costs not included in the basic services agreement. If we choose to use Williams Architect to perform these functions the fees would be as outlined below:

- Interior Design: $25,000
- Furniture Design & Selection: $45,000
- Design of Interior Signage: $ 6,000
- Measurement of existing floor plan layout – hourly, not to exceed $10,000

- Landscape Architecture, including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design) including drought tolerant options: Lump sum of $6,000
- Design services for low voltage systems (Design through construction administration) including: Low Voltage communication wiring (for these and the phone and computer systems), access control, closed circuit TV and Audio Visual systems: Lump sum of $21,000
- Interior furniture inventory of the condition of the existing furniture: a lump sum of $5,000
- Civil Engineering: a lump sum of $35,000.

Notes: [1] the total construction cost was determined by using the average total construction cost plus a 3% escalation to 2017. (Average of $9,379,000 and $11,207,707 = $10,293,356 plus the average escalation of $308,800 = $10,602,157).

These additional costs together total $158,000 if we choose to include all of these services and are included in the estimated project budget numbers. The proposal lists each phase of the project as a separately billable cost which allows the Village to only use those services it desires and suspend any future work in the event of exigent circumstances.

Based on an executed agreement in April 2016, design documents are expected to be completed and project out to bid by early 2017. Commencement of construction could begin by late winter or early spring of 2017 and substantial completion would be expected by the summer of 2018 based on a 2 phase construction process.

If the draft proposal from Williams Architects is generally acceptable to the Village Board, staff and the Village Attorney will work on a final agreement for presentation to you at your Board meeting on April 4, 2016. Mark Bushhouse will also attend our workshop meeting on Monday night to answer any questions you may have.

This item will be on the agenda for your workshop next Monday March 21, 2016. Please contact me if you have any questions prior to Monday night.

Cc: Joseph E. Breinig, Village Manager
Department Heads

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

18 March 2016

Village of Carol Stream
Village Hall & Police Facility Planning Study
WA Project No.: 2014-064

EXECUTIVE SUMMARY

STUDY GOALS:
Determine the condition of the existing building, the Village Hall & Police Department's current and long term facility space needs, and find the best option to maintain, remodel, expand and/or replace the facility.

A. PROCESS:

1. Facility Evaluation
   a. Owner provided drawings and other information for the existing facility
   b. Architect and Mechanical, Electrical, Plumbing and Fire Suppression Engineers reviewed the data, toured the facility, spoke to village personal responsible for the upkeep of the building
   a. Team of consultants provided reports on the condition of the building shell, interior components and the building's systems
   b. Architect reviewed the layout, public service locations and types and sizes of the work spaces for staff

2. Space Needs Analysis
   a. Reviewed potential future village growth
   b. Evaluated the staff provided current and future village hall & police functions and staffing
   c. Provided a detailed space program that included the existing spaces and their sizes as well as a range of size for each space based upon industry standards
   d. Space program reviewed with staff and refined to a target space program that was endorsed by the project team

3. Facility Improvement Options and Budgets
   a. Based upon Board direction from this update meeting, the Architect and staff worked to develop the 4 options as requested.
   b. These included:
      1) Repairs and code required changes, updates to the building's finishes and furniture, plus additions and major remodeling to meet the space program recommendations
      2) The above, plus partial demolition of the existing building, possible land acquisition and additions and changes to the building, site layout and parking
      3) Construction of an all new police station on another site and remodeling to the village hall for the departments that remain

4) Construction of an all new facility to house the village hall and police on another site and then sell the current site for its highest and best use
5) Project budgets were developed to estimate an order of magnitude cost to implement each option

c. Village Board reviewed the options, budget estimates and available village funding

B. FINDINGS

1. Facility Evaluation

BUILDING

a. Building exterior walls and windows are in generally good condition and only need minor repairs
b. The asphalt roll roofing has been redone and is in good condition
c. The HVAC system has had significant equipment replacements made in the last decade and should continue to be serviceable for another 8 to 10 years. However, there are numerous areas within the building that need better temperature control. This can be accomplished by adding additional zones (each with their own thermostat), repairing parts that appear to be non-functioning and by rebalancing the air distribution
d. The lighting has been upgraded to more efficient light fixtures in the parking lots and the interior of the building. However, recent energy code changes will require all new lighting control systems in any space that is remodeled and new LED light fixtures are now available that could further reduce the energy usage, provide better lighting and all but eliminate bulb replacement for many years
e. The building's emergency generator is in serviceable condition, but can only provide power to a portion of the building
f. The plumbing system is generally in fair to good condition, but has a number of small code violations and a few drainage problems
g. Fire suppression system and fire alarm system are in good condition
h. There are numerous accessibility problems
i. Interior finishes, though well maintained, are worn and many are near the end of their serviceable life
j. The facility is not designed to allow a second floor to be added. Therefore, it would be more expensive to provide the added space with a second floor than by using an addition
k. The building, in general, has a tired, worn, outdated and negative affect on the energy level of those that visit and work there

LAYOUT, FUNCTIONALITY AND SECURITY

a. The public service counters are spread out over both levels of the building and therefore, affect the convenience to the citizens
b. Building security is significantly compromised due to the public needing access to the numerous areas in the lower level
c. Staff offices and work areas are at the bottom of the range for municipal industry standards
d. There are not sufficient work areas for current nor future estimated staff
e. Village hall functions are separated between the main and lower levels and therefore, negatively affect the efficiency and coordination of staff work efforts
f. There are insufficient number and capacity for conference and meeting rooms, both for staff usage and meetings with the public

g. Numerous staff that work regularly in their offices or workstations are located in the lower level and have minimal or no access to day light

2. Space Needs
   a. The municipal building was built in 1979 when the village's population was close to 15,400
   b. Carol Stream's current population of approximately 42,200 is expected to grow to 47,300 the next 2 to 3 decades. (CMAP Projection)
   c. Village hall staffing is expected to grow from 34 to 39 and the Police Department is expected to grow from its current staff of 89 to a staff of 93 over the next few years
   d. The existing facility of 40,400 SF is inadequate to meet the current and future space needs of the department. The facility should be approximately 54,730 SF to adequately support the near term staffing levels plus approximately 6 new work spaces to allow some minor growth and/or change in the years that follow

3. Options and Project Budgets
   a. <u>OPTION 1</u>
      1) Description: Repairs and code required changes, updates to the building's finishes and furniture, plus additions and major remodeling to meet the space program recommendations
      2) Evaluation: This option would meet the near term space needs for the village, but would greatly limit future options to accommodate any longer term facility needs
      3) Total budget range: $10,136,072 to $12,396,534

   b. <u>OPTION 2</u>
      1) Description: The above, plus partial demolition of the existing building and additions and changes to the building, site layout and parking
      2) Evaluation: This option would meet the near term and long space needs for the village by providing additional, unfinished, basement space that can be built out at later time should additional space needs occur
      3) Total budget range: $13,096,836 to $15,650,442

   c. <u>OPTION 3</u>
      1) Description: Construction of an all new police station on another site and remodeling to the village hall for the departments that remain
      2) Evaluation: This option would exceed the long term space needs for the village hall and meet the near term space needs and allow for future additions to the police facility. Provides a somewhat superior police design opportunity that an all new facility allows since it is not constrained by an existing layout
      3) Total budget range: $22,398,350 to $26,035,050 (not including land acquisition)

   d. <u>OPTION 4</u>
      1) Description: Construction of an all new facility to house the village hall and police on another site and then sell the current site for its highest and best use
      2) Evaluation: This option would meet the near term space needs for both the village hall and police with the most efficient building size and would allow future additions to meet the future expansion needs. Provides a somewhat superior design opportunity that an all new facility allows since it is not constrained by an existing layout. Includes sale of the existing site for its

highest and best use.

3) Total budget range: $23,599,455 to $26,568,176 (not including land acquisition)

4. Estimated Project Schedule for Option 2

	Completion
a. Basic Services Contract with Williams Architects	April 2016
b. Schematic Design Phase	August 2016
c. Design Development Phase	November 2016
d. Construction Documents	March 2017
e. Bidding, contracts and start construction	May 2017
f. Complete both phases of construction	August 2018
g. Owner move-in and fully use new facility	September 2018

Recommendations:

1. The Village of Carol Stream accepts the findings of the planning study.
2. The Board confirms its selection of Option 2 based on their review and evaluation of the options, their associated budget requirements and funding capabilities of the village.
3. Village Board accept these recommendations and authorize staff to move forward immediately with a contract with Williams Architects for the design of facility, such that construction can begin in the spring of 2017 and be completed in 2018.

G:\2014\2014-064 Carol Stream Village Hall\A.01. Master Plan\A.01.h Project Memorandum\2016 03 18 Executive Summary.doc

DRAFT

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

AGREEMENT made as of the Twenty-Second day of March in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

Village of Carol Stream
500 North Gary Ave.
Carol Stream, IL 60188

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

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

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

Village of Carol Stream - Village Hall and Police Addition and Remodeling»
Project Number: 2014-064
500 N. Gary Ave.
Carol Stream, IL 60188

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.

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

DRAFT

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Space programs as developed by WA during the planning study and approved by the Village.

Village Hall Total Area:	24,930 SF
Police Total Area:	29,800 SF
Combined Total Area:	54,730 SF

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project Site to be the current municipal campus at 500 N. Gary Ave. Carol Stream, IL 60188

§ 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.)

Total Project Budget is in the range of $13,100,000 to $15,650,000

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

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

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.2 Commencement of construction:

Expected to begin late winter or early spring 2017

.3 Substantial Completion date:

Expected to be summer of 2018 based on a 2 phase construction process.

.4 Other:

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

Construction Management

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Owner initially desires to remain partially on site throughout the construction phase.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Bob Meller, Assistant Village Manager

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

To be determined by the Owner

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

.1 Construction Manager:
TBD by the Owner

.2 Cost Consultant:

Cost Estimating to be provided by the Owner selected Construction Manager

.3 Environmental Consultant:

TBD by the Owner

.4 Geotechnical Engineer:

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TBD by the Owner

.5 Surveyor:

TBD by the Owner

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

« »

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

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

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

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KJWW or Johnson Wilbur Adams

.2 Mechanical, Plumbing and Fire Suppression Engineer:

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

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineer: TBD as mutually agreed by the Owner and the Architect
Interior Design
Interior Signage Design
Low Voltage Systems Design
Furniture Design
Landscape Architect »

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

Owner supplied existing construction documents for the Facility Planning Study by Williams Architects

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

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

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

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. Umbrella liability to two million ($2,000,000).

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

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

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review 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, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall compare the Cost Consultant's data with the Architect's Cost data and make a recommendation on the basis of budget for the Cost of Work, which is mutually acceptable to the Owner and Architect. Furthermore, the Architect will proceed to take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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. These visits typically occur on a every other week basis but can be more or less frequent, depending on the construction activity, as further defined in Section 4.3.3.2. 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to recommend that the Owner reject 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 that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.3.3 The Architect will not review waivers nor investigate if sub-contractors and / or materials suppliers have received payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (minimum review time ten (10) business days) while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy

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and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 Upon approval of the Owner, the Architect may authorize 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 the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

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

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

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

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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2, another Section herein or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Complete	
§ 4.1.2	Multiple preliminary designs	Complete	
§ 4.1.3	Measured drawings of floor plan	Architect	11.1.2.e
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	N.I.C.	
§ 4.1.6	Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7	Civil engineering	Architect	4.2.1 & 11.1.2.i
§ 4.1.8	Landscape design	Architect	4.2.2 & 11.1.2.f
§ 4.1.9	Architectural Interior Design	Architect	4.6.6 & 11.1.2.a
§ 4.1.10	Value Analysis	Construction Manager	
§ 4.1.11	Detailed cost estimating	Construction Manager	
§ 4.1.12	On-site Project Representation	Construction Manager	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-Designed Record drawings	N.I.C.	
§ 4.1.15	As-Constructed Record drawings	Construction Manager	
§ 4.1.16	Post occupancy evaluation	N.I.C.	
§ 4.1.17	Facility Support Services	N.I.C.	
§ 4.1.18	Tenant-related services	N.I.C.	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning	N.I.C.	
§ 4.1.22	Commissioning	Owner	
§ 4.1.23	Extensive environmentally responsible design	N.I.C.	
§ 4.1.24	LEED® Certification (B214™–2012)	N.I.C.	
§ 4.1.25	Historic Preservation (B205™–2007)	N.I.C.	
§ 4.1.26	Furniture, Furnishings, and Equipment Design	Architect	4.2.7 & 11.1.2.b&c
§ 4.1.27	Fast-track Design Services	N.I.C.	
§ 4.1.28	Public / Board / Zoning meetings, submittals and approvals	N.I.C.	

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

§ 4.2.1 Civil Engineering
Civil Engineer to provide all site design, engineering, drawings and specifications for all project related civil work, including but not limited to: earthwork including sewer and water connections to the building, curbs, drives, surface parking lots, fire hydrants, sidewalks, grading, topsoil, grubbing, topography, review of soil reports, culverts, preparation for building pads, construction limits / fencing and erosion control.

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§ 4.2.2 Landscape Architecture
Including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).

§ 4.2.3 Low Voltage: Access Control, CCTV, Audio Visual, Paging and Detention Zone Security Systems:
Audio / Visual (A/V) system and Communication wiring for the A.V, computer and phone systems (selection of equipment and design of the computer and phone systems are by the Owner).

§ 4.2.4 Telephone, Computer, and Other Special Systems
The Architect is not responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm access control, CCTV, Audio Visual, Paging and Detention Security Systems. The Architect shall design conduits, electrical boxes and low voltage wiring and power to allow for the Owner designated systems.

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

§ 4.2.6 Interior Design Services
Interior Design Service by Williams Architects' Interior Department to provide:

1. Multiple color range options
2. Meet with the Owner and work with the Owner to select and refine the preferred color theme
3. Meet with Owner and select the specific interior finishes, materials and colors
4. Design Owner approved patterns for the finishes
5. Assist the Architect with refinements to the interior wall layouts
6. Services during the bidding phase to answer contractor questions
7. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the interior finishes and to provide a field report after each site visit.

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

1. Work with the Owner to determine the facility's furniture needs
2. Based upon the inventory of furniture to be reused in this facility determine the added amount of furniture needed
3. Furniture layout options for review, selection and refinement with the Owner using plan drawings and furniture lists.
4. Multiple furniture manufacturer and quality level options along with their estimated costs for review with the Owner
5. Coordinate the furniture with the building interior finishes colors and textures. (If the Architect has also provided the Interior Design Services)
6. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
7. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dat4es.
8. Visit the site 2 times when appropriate to the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

§ 4.2.8 Public Board / Zoning Meetings, Submittals and Approvals
If the Owner requests assistance from the Architects as part of the zoning process, these services shall be considered an Additional Service.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

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this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

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

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

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker;
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- **.6** To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- **.1** Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- **.2** Twenty-two (22) visits to the site by the Architect over the duration of the Project during construction
- **.3** One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Intentionally Omitted.

§ 5.2 Intentionally Omitted.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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

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

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

§5.15 Force Majeure:
In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay.

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

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

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

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

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ARTICLE 6 COST OF THE WORK

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

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

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. The documents in electronic file format will be provided upon request. The information is proprietary in nature, and may only be utilized for the current project. All drawing information contained herein, but not limited to blocks, symbol libraries, details, etc. may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instruments of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their 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 Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to 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 shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. 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 A201–2007, General Conditions of the Contract for Construction. 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.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

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§ 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 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[X] Litigation in a court of competent jurisdiction

§ 8.3 ARBITRATION

§ 8.3.1 Intentionally Omitted.

§ 8.3.1.1 Intentionally Omitted

§ 8.3.2 Intentionally Omitted.

§ 8.3.3 Intentionally Omitted.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Intentionally Omitted

§ 8.3.4.2 Intentionally Omitted .

§ 8.3.4.3 Intentionally Omitted .

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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 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, together with Reimbursable Expenses then due and if the termination is not between the phases of the Architect's services then all Termination Expenses as defined in Section 9.7 will be required of the Owner.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, 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.

§ 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include

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the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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

§ 10.9 The following clause shall be inserted in the General or Supplement Conditions of all Construction Contracts for the Project:

To the fullest extent permitted by law, Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expenses is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts 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 otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or the Architect or any of their agents or employees and consultants by any employee of 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 agreement shall not be limited in anyway 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 benefit acts.

"Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not 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, including those covered in the Illinois Structural Work Act 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 the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of document; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

The obligations of the Contractors under this Agreement shall not extend to the liability of the Owner, and the Architect, their agents or employees, arising out of their negligence.

ARTICLE 11 COMPENSATION

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

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

1. For the Basic Services of the Project, the fee shall be a lump sum, calculated based upon the total, completed construction cost of the project including all on-site work, building construction, and all the construction manager's costs. If alternates are provided by the architect in the bidding documents that are beyond the budget, the fee will be calculated based upon the absolute value of each, in addition to the base bid. The minimum basic services fee shall be Eight Hundred and Forty Thousand Dollars ($840,000)
    a. Fee to be calculated as follows:
        1. The fee percentage shall be seven and nine tenths percent (7.9%) of the total cost of construction
    b. Includes the services for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the project.

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c. To provide continued construction administration services for second phase of construction:
   1. $10,000 a month, with an allowance of $50,000 for the expected five months of phase two construction.
d. Includes the services of the following consultants:
   1. Architect
   2. Structural Engineering
   3. Mechanical, Electrical, Plumbing and Fire Suppression Engineering

2. Additional consulting design services throughout the basic service phases, are as follows:
   a. Civil Engineering; a lump sum of $35,000.
   b. Interior Design: $25,000
   c. Furniture Design: $45,000
   d. Existing furniture inventory and evaluation; a lump sum of $5,000
   e. To design the Interior Signage: $6,000
   f. To Measure the existing floor plan layout – hourly, not to exceed $10,000
   g. Landscape Architecture, including the design and selection of all the exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).
      1. A lump sum of $6,000
   h. To provide Design services for the low voltage systems (Design through construction adminstration) including: Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, closed circuit TV and Audio Visual systems; a lump sum of $21,000

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

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

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

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Bidding or Negotiation Phase	Three	percent (	03	%)
Construction Phase	Twenty-Seven	percent (	27	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

2015/2016
WILLIAMS ARCHITECTS
RATE TABLE

Principal II	$ 208.00/Hour
Principal I	$ 191.00/Hour
Associate Principal	$ 177.00/Hour
Senior Associate/Senior Project Mgr.	$ 171.00/Hour
Associate / Project Manager	$ 156.00/Hour
Architect III	$ 138.00/Hour
Architect II	$ 127.00/Hour
Architect I	$ 114.00/Hour
Project Coordinator IV	$ 104.00/Hour
Project Coordinator III	$ 95.00/Hour
Project Coordinator II	$ 81.00/Hour
Project Coordinator I	$ 70.00/Hour
Project Technician II	$ 53.00/Hour
Project Technician I	$ 42.00/Hour
Aquatic Engineer II	$ 164.00/Hour
Aquatic Engineer I	$ 125.00/Hour
Director of Marketing	$ 153.00/Hour
Marketing Coordinator	$ 111.00/Hour
Accounting	$ 147.00/Hour
Secretarial	$ 104.00/Hour
Clerical	$ 74.00/Hour
Director of Interior Design	$ 140.00/Hour
Interior Designer V	$ 109.00/Hour
Interior Designer IV	$ 91.00/Hour
Interior Designer III	$ 72.00/Hour
Interior Designer II	$ 60.00/Hour
Interior Designer I	$ 43.00/Hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;

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.6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.8 All taxes levied on professional services and on reimbursable expenses;

.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 fifteen percent (15. %) of the expenses incurred to a maximum of 8% of the basic services fee.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

10% of the remaining unbilled services

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Payments shall be made in accordance with the Illinois local government Prompt Payment Act.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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User Notes:

(1178027608)

This Agreement fully executed as of: _____

Date: (Day, Month, Year)

OWNER – Village of Carol Stream, IL

(Signature)

(Printed name and title)

ARCHITECT – Williams Architects

(Signature)

(Mark S. Bushhouse, President)

DRAFT

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User Notes:

(1178027608)

Village of Carol Stream

FY 16/17
Budget Workshop #5
OTHER FUNDS
March 21, 2016

Village of Carol Stream
Proposed FY15/16 Budget
Agenda

- TIF Funds
  - Geneva Crossing TIF
  - North / Schmale TIF
- Police Pension Fund

TIF FUNDS

Geneva Crossing TIF

Village of Carol Stream
TIF2 – Geneva Crossing Shopping Center

- Created in 1997 to spur the development of the Geneva Crossing Shopping Center.
- $4.69M TIF Bonds issued in 1997 to assist with site acquisition costs.
- 20 Year Bonds ending January 1, 2017.
- Bonds refinanced in 2005 to save interest costs and restructure debt to meet TIF cash flows. Bond maturities extended to December 30, 2021 (additional 5 years).
- Property tax increment + 100% of Village sales taxes received from the development (minus $100,000/yr. the Village keeps) are pledged to repayment on the bonds.

Village of Carol Stream
TIF2 – Geneva Crossing Shopping Center

- Last year (FY14/15), we applied $1.015M of available cash reserves to call (pay early) the last three (3) years of bonds retiring in 2019, 2020 and 2021, saving the TIF more than $306,000 in future interest costs.
- This year (FY15/16), we applied $875K of available cash reserves to call final three (3) years of bonds retiring in 2016, 2017 and 2018, saving an additional $86,000 in interest costs.
- Bonds were fully retired on December 30, 2015.
- 6 years early on the 2005 refunding bonds.
- 1 year early compared to original 20 year bonds.

Village of Carol Stream
TIF2 – Geneva Crossing Shopping Center

TIF Close-Out Procedures

- Earliest close date is December 31, 2016 per Village Attorney.
- Search for unresolved property tax appeals.
  - Village intervening in 2015 tax appeal.
  - Escrow funds for outstanding appeals.
- Current TIF Cash Balance (2/29/16) = $328,362.
- We will need to collect 2015 levy during CY2016
  - Estimated at $425,000
- Final distribution to taxing jurisdictions based on County formula.

TIF FUNDS

North Ave / Schmale Road TIF

Village of Carol Stream
TIF3 – North Ave./Schmale Rd. TIF

- Created in FY11/12 to provide assistance with the development of the southwest corner of North Avenue / Schmale Road.
- Redevelopment Agreement signed with Caputo's in July 2013.
- Structured differently than Geneva Crossing TIF:
  - No up front bond sale. Privately financed.
  - Non-monetized Village note of $3.5 M.
  - Secured by 100% of incremental property taxes + 50% of sales taxes for a period of 13 years. 2 year extension if total principal not paid (incremental property taxes ONLY).
- Caputo's operational September, 2014.

Village of Carol Stream
TIF3 – North Ave./Schmale Rd. TIF

- Last year (FY14/15), first sales taxes received from Caputo's contributed to the TIF ($73K)
- Current year (FY15/16) sales tax contributions estimated at $90K.
- Thus far, we have only received property tax increment on Caputo's site in FY13/14 (for 2012 taxes). In 2013 and 2014, EAV was below frozen value due to construction and tax appeals, thus no increment flowing to the TIF.
- Increment for tax year 2015 is positive, based on reassessment for completed construction, however there is still a pending property tax appeal, making increment unsure for FY16/17 as well.

Village of Carol Stream
TIF3 – North Ave./Schmale Rd. TIF

- Principal and Interest (P&I) payments on the note are due on June 30 and December 31 each year.
  - We have had 2 P&I payments thus far, June and December 2015.
  - As of December 31, 2015, there is a interest deficiency of $81,899.
  - Thus, property tax increment is needed to pay back interest deficiency and begin principal
  - This likely will not happen in FY16/17.
- Village is protected from default or partial payment on the note as it is only secured by the property tax increment and 50% sales tax pledge.

PENSION TRUST FUND

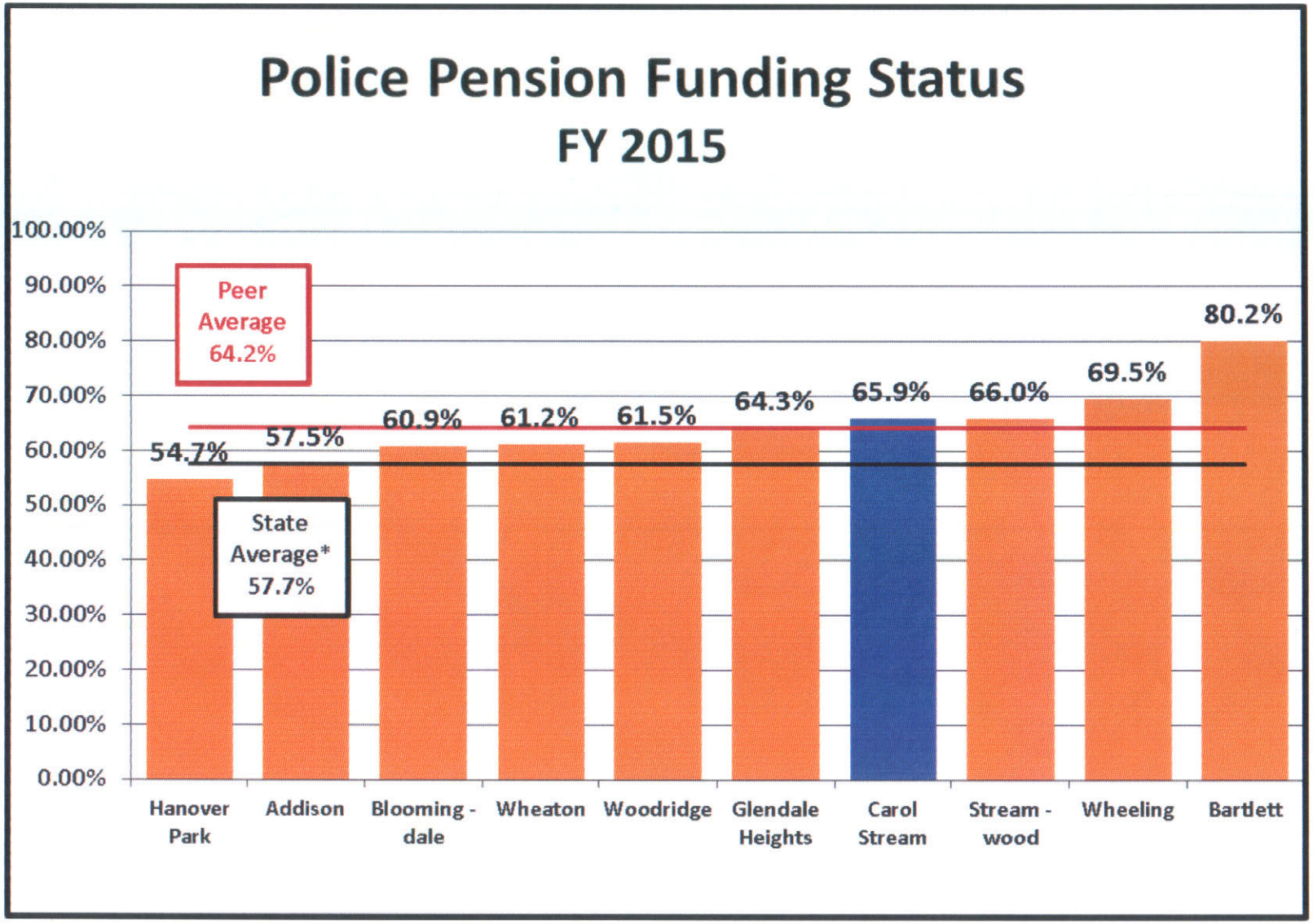
Carol Stream
Police Pension Fund

Village of Carol Stream
Police Pension Fund Highlights

- Funding comes from three (3) sources:
  - Officer Contributions (9.91% of Base Pay)
  - Interest Earned on Investment Portfolio
  - Actuarial Contribution Made by the Village
- Eclipsed $40 million in net assets during FY14/15.
- 65.9% funded as of April 30, 2015.
- Village contribution increases by 7.5% in FY16/17 over FY15/16.

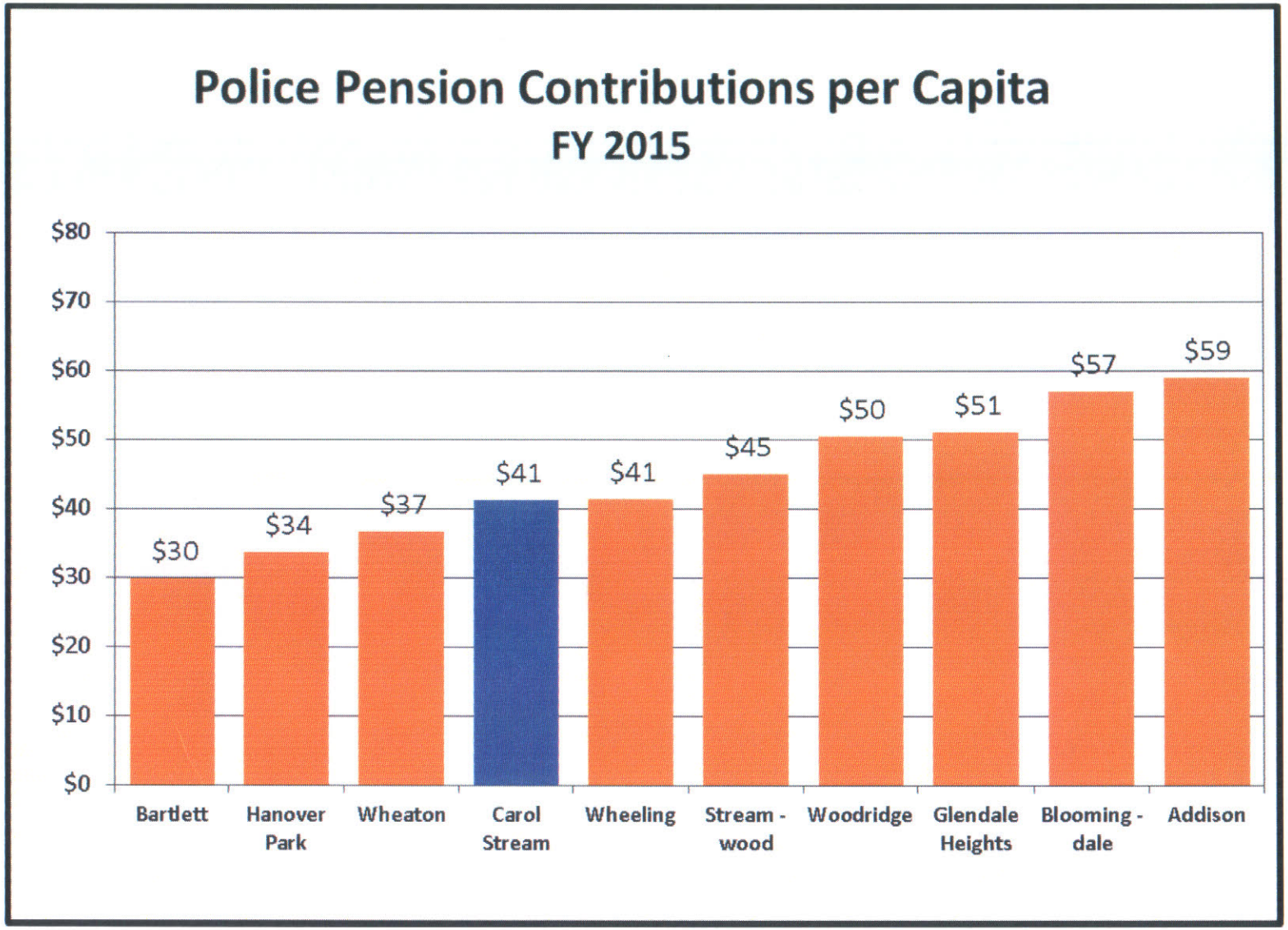
Village of Carol Stream
Police Pension Fund Highlights

- The Fund is not having a good FY15/16
  - Volatile market conditions
  - Net asset decline of $1.6 million since May 1, 2015
  - About a 3.8% drop, from $41.5M to $39.9M
  - This is not unique to Carol Stream
- Fund's allocation target
  - 55% Fixed Income
  - 45% Equities
  - A bit more conservative than statutory allowance
- Very Long-Term Focus – we take the good with the bad.



Source: Comprehensive Annual Financial Reports

* State average for all Downstate Police Pension Funds for FY14 (most current data available)
Per Illinois Department of Insurance - Pension Division.


Police Pension Contributions per Capita
FY 2015
$80
$70
$60
$50
$40
$30
$20
$10
$0
$30
$34
$37
$41
$41
$45
$50
$51
$57
$59
Bartlett
Hanover Park
Wheaton
Carol Stream
Wheeling
Stream - wood
Woodridge
Glendale Heights
Blooming - dale
Addison

Next Steps

- **Monday, April 18, 2016**
  - 7:30 pm Regular Village Board Meeting
    - **Budget Public Hearing**
    - **Budget Adoption**
- **May 1, 2016**
    - FY16/17 Begins

QUESTIONS?