

Meeting Members:
Gary Stanton, Chairperson
Karen Arnet, Vice-Chairperson
Patrick Kinnane, Trustee
Karen Mills, Trustee
Anna Newell, Trustee
Gary Pilafas, Trustee
William McLeod, Mayor

Village of Hoffman Estates

Special

Planning, Building and Zoning Committee Meeting Agenda

December 18, 2023

6:30 p.m.

Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

If online, insert URL.

- I. Roll Call
- II. Public Comment

NEW BUSINESS

1. Request authorization to award a contract for design services for the construction of a new concessions & restrooms building on the Village Green to Tria Architecture of Burr Ridge, IL, in an amount not to exceed \$213,450.
2. Request authorization of an extension to an Employee Leasing Agreement with GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC for Civil Engineer staff services at a rate of \$87.50 per hour.

- III. Adjournment

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to award a contract for design services for the construction of a new concessions & restrooms building on the Village Green to Tria Architecture of Burr Ridge, IL, in an amount not to exceed \$213,450.

MEETING DATE: December 18, 2023

COMMITTEE: Special Planning, Building and Zoning

FROM: Bryan Ackerlund, Director of Building & Code Enforcement
Peter Gugliotta, Director of Development Services

REQUEST: Request authorization to award a contract for design services for the construction of a new concessions & restrooms building on the Village Green to Tria Architecture of Burr Ridge, IL, in an amount not to exceed \$213,450.

BACKGROUND: During 2020 and 2021, the Village proceeded with construction of phase 1 of the Village Green Master Plan. The phase primarily focused on mass grading, underground utilities, and construction of two plazas, allowing for better visibility on the “hill” for the main stage and improved circulation.

At their meeting on June 26, 2023, the Village Green Ad Hoc Committee unanimously recommended to engage Tria Architecture and pursue a concept plan for the next phase of the Village Green improvements – the concessions & restrooms building. The plan continues the objective set forth in the 2020 Village Green Master Plan to enhance the experience and amenities in the park and establish placemaking within the Village.

DISCUSSION: *Conceptual Designs*

With the conclusion of phase 1 improvements on the Village Green, staff again engaged with Tria Architecture to begin conceptual designs for phase 2 - concessions and restrooms. Multiple iterations were developed through technical discussions between staff from Development Services, Village Manager’s Office, Arena staff, and Tria Architecture. The goal of phase 2 is to enhance the concessions and restroom infrastructure, improve operational circulation, storage and back-of-house needs, and overall guest experience during the various events held at the Village Green.

DISCUSSION: (Continued)

Several options were developed by Tria Architecture, which varied from renovating the current concessions building by expanding the restrooms and remove concession operations, renovating the current building and constructing an addition, and demolishing the current facility and constructing a new concessions and restrooms building. Each option was considered based on operations, cost, circulation, feasibility, and expected growth.

An assessment of the current building indicated substantial improvement and renovations would be needed to utilize the space in any capacity. Modern building codes would also require upgrades to the plumbing and electrical systems, energy efficiency, and overall structure of the building. Even with those upgrades, it would not solve some of the major operational issues present within the park today. Furthermore, although constructing an addition to the existing building would provide some added square footage, it still restricts the circulation and queuing challenges during events and would cost almost equal to a new building. The ideal placement of the building would be shifted slightly to the south and east. This would give ample room for additional queuing and improve the flow of pedestrians around the park and to the restrooms. Ultimately, any type of renovation would not prove cost effective or solve the operational issues which staff and the public experience.

The third option is demolition of the current building and constructing a new, larger concessions and restrooms facility. This space would allow for expansion of the restrooms by 3x, provide a full commercial kitchen for cooking, increase the number of point-of-sale stations, bring the external coolers inside, provide additional roof deck event space, and dramatically increase overall flow and operations by bringing everything all under one roof. Work would also be performed on the plaza to the west of the concessions. An increase in site concrete will allow for proper queueing on pavement, rather than through the grass. Additionally, the plan includes a proper back-of-house to give beer garden staff the ability to adequately store and load food and beverage into the building. The inclusion of the full commercial kitchen will allow beer garden staff to cook food on-site rather than in the arena and carting over to the garden. This will improve food quality, operational logistics and efficiency. One of the factors in deciding which concept to move forward with was to anticipate the future growth of not only the immediate operations on the Village Green, but also the potential growth of the surrounding area in Prairie Stone. Having the infrastructure in place to support additional demand is a necessary step and will improve overall guest experience.

Ad Hoc Committee Recommendation

Through multiple iterations, reviews, and discussions, the Village Green Ad Hoc Committee recommended the construction of a new concessions and restrooms building at their December 11, 2023 meeting. The concept plan brought to the committee was thoroughly reviewed by staff to verify it met the operational, circulation, and infrastructure needs this project was to address. Final details of the plan will be flushed out as design development begins and construction drawings are underway. This would include schematic design and conceptual elevations.

DISCUSSION: (Continued)***Timeline and Construction Impacts***

The timeline of the project was also considered as it relates to events and activities that are seasonally based. By keeping with our current pace, design and construction documents would continue over the next six (6) months and the project would go out to bid in late summer with construction expected to begin right after Platzkonzert concludes in September 2024. Construction duration is anticipated to be 6-8 months, allowing normal operations to resume at the beer garden for the 2025 season.

FINANCIAL IMPACT:

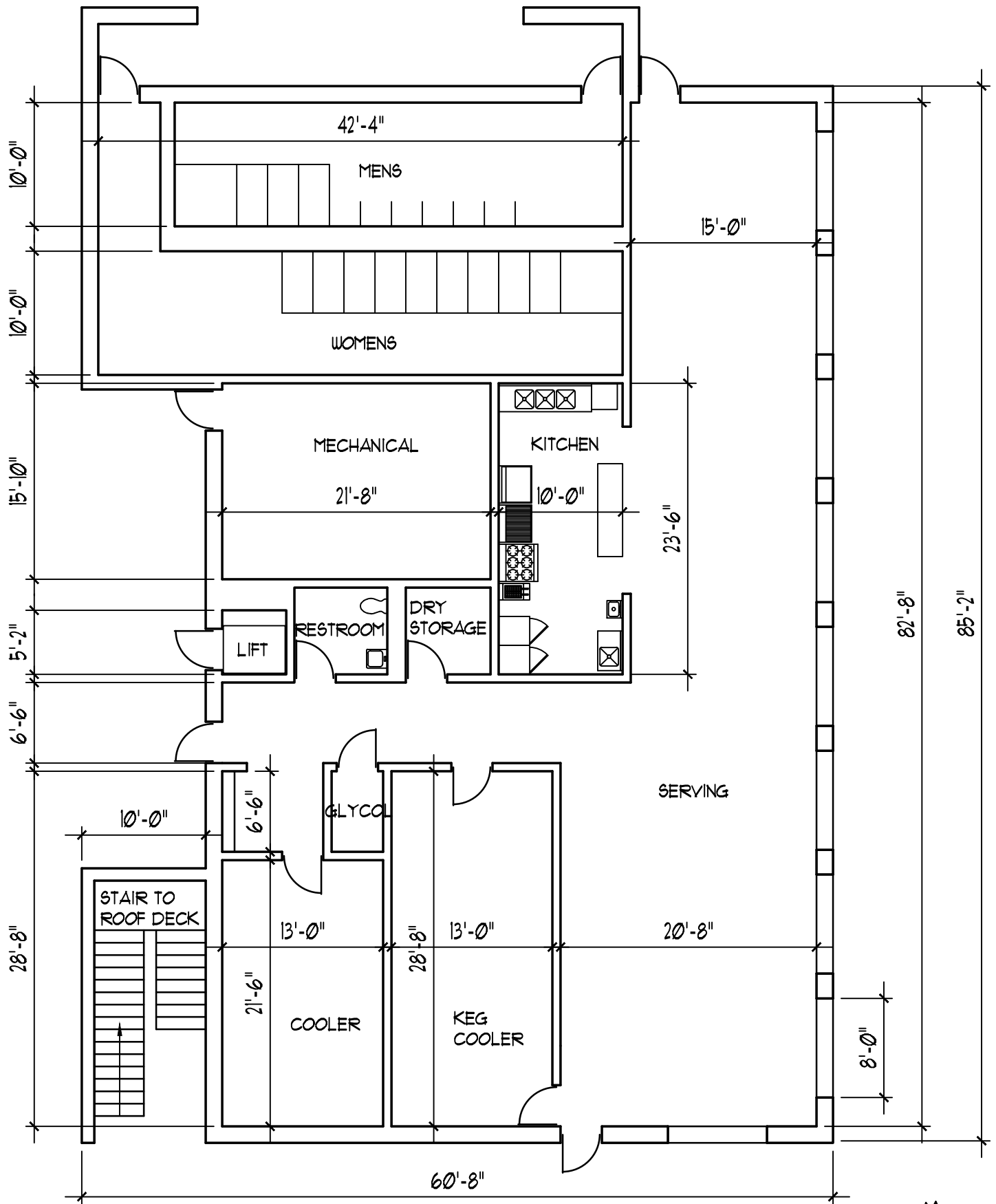
The proposed cost of phase 2 is estimated at \$3,700,000. The Village applied for and was awarded a \$500,000 Tourism Attractions & Festivals Program Grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) to construct phase 2 of the Village Green Master Plan (concessions and restrooms expansion). With the required 50% Village-funded match amount, the project must cost at least \$1,000,000 and construction must be well underway in 2024 to meet grant timing requirements. Following analysis of funding options by staff and discussion at a Finance Committee meeting, a recommendation was presented to and approved by the Capital Improvements Board at their October 11, 2023, meeting to use \$2,000,000 from the Capital Replacement Fund to cover the non-grant portion of the project. The remaining amount would also be allocated from the Capital Replacement Fund. The current design services proposal of not to exceed \$213,450 is included in the phase 2 cost estimation.

Once design development is complete, a request for contract awarding will be brought back to this committee for phase 2 construction.

RECOMMENDATION:

Request authorization to award a contract for design services for the construction of a new concessions & restrooms building on the Village Green to Tria Architecture of Burr Ridge, IL, in an amount not to exceed \$213,450.

Attachment



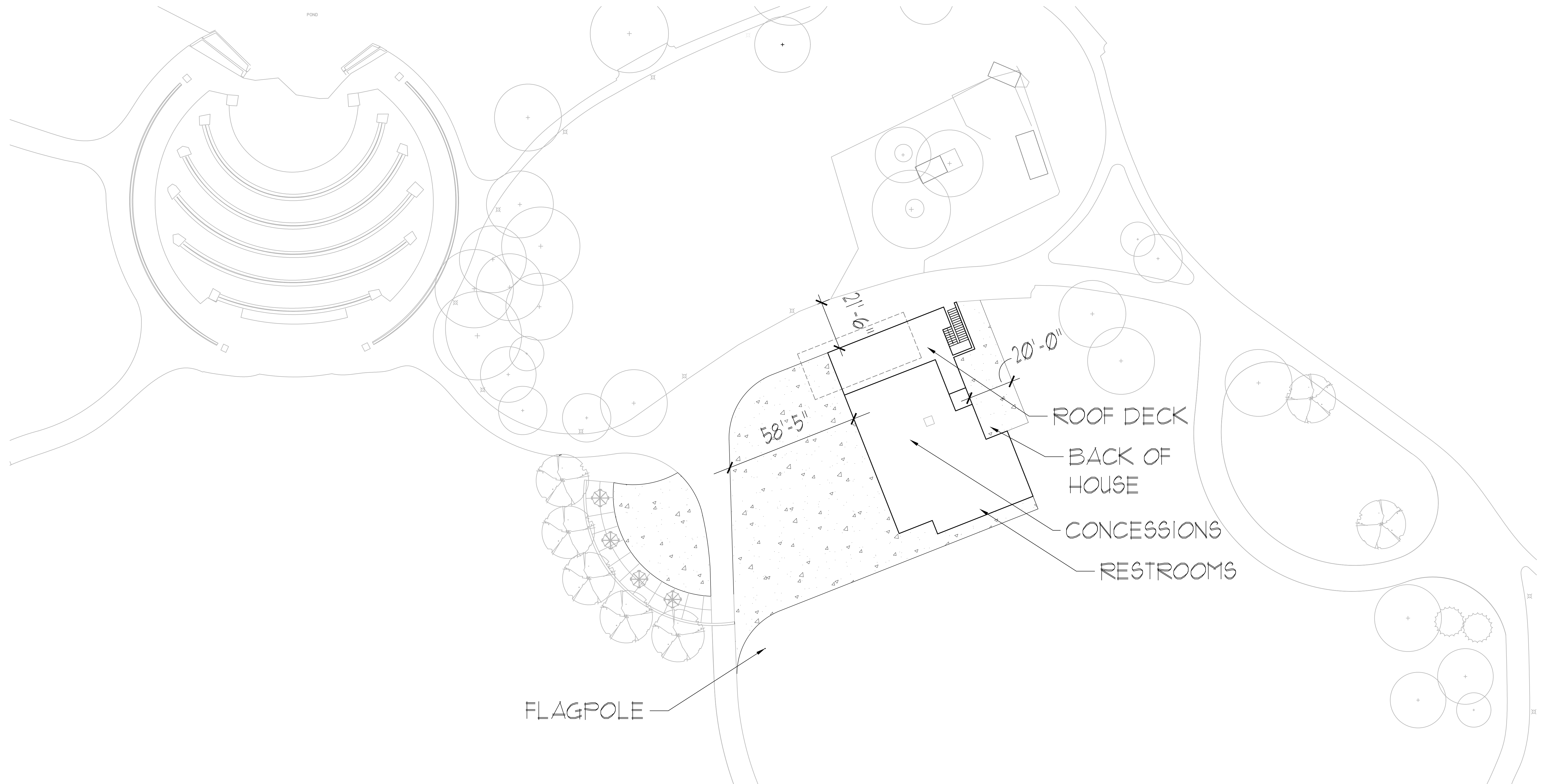
VILLAGE GREEN PHASE 2

DECEMBER 2, 2023

FLOOR PLAN

3/32" = 1'-0"





Budget Estimate - Pre-Design

December 2, 2023

Village of Hoffman Estates
Village Green Phase 2

Architect's Project #: 23-005



Item

Budget Totals

New Building	
Demo Existing Building	\$17,500.00
New Building	\$2,449,300.00
Roof Deck	\$50,700.00
Roof Stair	\$27,600.00
Roof Lift	\$69,000.00
Kitchen Equipment	\$276,000.00
Site Concrete	\$607,900.00
Utilities	\$100,000.00
Site Restoration	\$103,500.00
Total	\$3,701,500.00

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of October in the year Two Thousand
Twenty-Three
(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 Hoffman Estates
1900 Hassell Road,
Hoffman Estates, Illinois 60169
Telephone Number: (847) 882-9100
Fax Number: (847) 781-2624

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

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

TRIA Architecture, Inc.
901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60527
Telephone Number: (630) 455-4500
Fax Number: (630) 455-4040

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

This is a Master Agreement between Owner and Architect for projects assigned to the Architect by Owner. Once the project is authorized by Owner in writing, this Agreement shall govern the Project and all required phases of services unless otherwise provided in writing. A Project Authorization shall be issued by the Owner which shall provide the specific project scope, fee, and terms and conditions of a particular project in addition to or in lieu of those contained in this Master Agreement. All Project Authorizations, shall, as issued, be attached as an Exhibit A to this Agreement for any assigned project.
The Owner and Architect agree as follows.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section ~~4-1.1.1~~ and the Project Authorization, Exhibit A. For the Project identified in Exhibit A, the Project Authorization to this Agreement, the Owner shall provide written approval to proceed and a clear, detailed scope of Architect's services in writing at least 180 days (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") before Owner intends to let the Project for bid.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See the Project Authorization, Exhibit A, for the Project.

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

See the Project Authorization, Exhibit A, for the Project.

§ 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.)

See the Project Authorization, Exhibit A, for the Project.

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

- .1 Design phase milestone dates, if any:

N/A

- .2 Construction commencement date:

See the Project Authorization, Exhibit A, for the Project.

- .3 Substantial Completion date or dates:

See the Project Authorization, Exhibit A, for the Project.

- .4 Other milestone dates:

N/A

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

See the Project Authorization, Exhibit A, for the Project.

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

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

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

See the Project Authorization, Exhibit A, for the Project.

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

N/A

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

- .1 Geotechnical Engineer:

See the Project Authorization, Exhibit A, for the Project.

- .2 Civil Engineer:

See the Project Authorization, Exhibit A, for the Project.

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

See the Project Authorization, Exhibit A, for the Project.

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

Mr. James A. Petrakos, AIA, LEED AP
TRIA Architecture, Inc.
901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60527
Telephone Number: (630) 455 4500

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

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

~~.1 — Structural Engineer:~~

~~.2 — Mechanical Engineer:~~

~~.3 — Electrical Engineer:~~

Consulting engineering services retained under Basic Services by the Architect are identified in the Project Authorization, Exhibit A, for the Project.

§ 1.1.11.2 Consultants retained under Supplemental Services:

See Project Authorization, Exhibit A, for the Project

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

See Project Authorization, Exhibit A, for the Project

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect ~~shall appropriately may~~ adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. ~~The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation when agreed to in writing by both parties.

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Owner recognizes and agrees that a design contingency in the amount of three (3%) percent of the Construction Cost is required to cover change orders and additional costs as a result in whole or in part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings and Specifications and other design documents furnished by the Architect. The Owner shall draw from the design contingency to satisfy such change orders and additional costs. Accordingly, the Owner agrees not to make claims directly or indirectly against the Architect, such claims being full waived by the Owner, for professional negligence, breach of contract or any other claim or legal theory with respect to the additional costs and change orders attributable to design which are at or below 3% of Construction Cost. Such claims for change orders and additional costs may be brought against the Architect only if the amount of such claims in the aggregate exceed three (3%) percent of the Construction Cost.

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, ~~and in no event shall any excess or umbrella liability insurance provide narrower coverage~~

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. 2.5.2.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate. One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate with coverage retroactive to the date of this Agreement or the commencement of the Architect's services, whichever is earlier, in relation to the Project.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include ~~usual and customary structural, mechanical, and electrical engineering services.~~ engineering services as set forth in the Project Authorization, Exhibit A, for the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 ~~As soon as practicable after the date of this Agreement, the Architect shall part of Exhibit A, the Project Authorization, the Architect may~~ submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the ~~Owner, Owner in writing,~~ time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Owner shall render all decisions and approvals promptly so as not to adversely impact the schedule. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies 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. 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 representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, for major systems only together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

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

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

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

§ 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3 6 4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document ~~A201-2017~~, A201-2017 with respect to the Architect's services from those set forth herein, those modifications shall not affect the Architect's services under this Agreement or become a part of this Agreement unless the Owner and the Architect amend this Agreement by a writing signed by both the Owner and the Architect.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment~~ Payment or sixty (60) days after the date of Substantial Completion identified in the Project Specifications for an assigned Project, whichever is earlier.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, as required in Section 4.2.3 unless otherwise provided in Exhibit A, the Project Authorization for the Project,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract ~~Documents~~ Documents only at the Owner's direction. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the~~ 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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 ~~and take appropriate action on Shop Drawings-shop drawings~~ and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ Architect for informational purposes only. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's 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 Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically ~~designated in the table below as the Architect's responsibility, and the provided in the Project Authorization signed by both parties, and for Supplemental Services requested after the issuance of the Project Authorization, Exhibit A, by a duly executed Supplemental Services Authorized signed by both parties.~~ The Owner shall compensate the Architect as provided in Section 11.2. ~~Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the in the Project Authorization or Supplemental Services Authorization or if not so stated therein, in accordance with Section~~

11.2 of this Agreement. Unless otherwise specifically addressed in the Project Authorization or a subsequent Supplemental Services Authorization, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.30 Digital, 3D or SketchUp Modeling	Not provided
§ 4.1.1.31 Color or Artistic Rendering	Not provided
§ 4.1.1.32 Theatrical Design	Not provided
§ 4.1.1.33 Attendance at Public Meetings including Board /Committee Meetings	Not provided
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.34 Master Planning	Not provided
§ 4.1.1.35 Tornado Shelter Peer Review	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Project Authorization, Exhibit A, for the Project, for any approved Supplemental Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Project Authorization, Exhibit A, for the Project.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of ~~this Agreement~~ the issuance of the Project Authorization, Exhibit A, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with ~~this Section 4.2~~ the Project Authorization or any amendment thereto, shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
Intentionally Deleted;
- .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 entities providing bids or 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.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services 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 ~~(—) visits~~ One visit on average per week to the site by the Architect during construction unless otherwise provided in Exhibit A, the Project Authorization for the Project
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(—) months of the date of this Agreement, the time specified in Exhibit A, the Project Authorization, or as set forth herein,~~ 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 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

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

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

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

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

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

§ 5.11 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.

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

§ 5.13 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.

§ 5.14 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.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include construction manager fees and costs and contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work shall include: 1) 80% of the cost of alternates which are not accepted; 2) 100% of the cost of alternates which are accepted; 3) 100% of the cost of items in change orders which increase the Cost of the Work; 4) 80% of the cost of the cost reduction for items in change orders which reduce the Cost of the Work; and 5) 80% of the cost of items removed by value engineering.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents without additional compensation as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase ~~Services~~, Services only to the extent that the lowest bona fide bid or proposal exceeds the Owner's budget by twenty percent (20%) or more, or the budget as adjusted under Section 6.6.1.

Init.

AIA Document B101 – 2017, Copyright © 1974, 1978, 1987, 1997, 2007 and 2017, All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:34:17 CT on 10/17/2023 under Order No.4104243278 which expires on 06/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1716218951)

~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Work by less than twenty percent (20%), the Architect shall, as an Additional Service, modify the Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services. . The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

~~§ 7.1 The Architect and the Owner warrant that in Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. In transmitting Instruments of Service, or any other information, the transmitting party represents that it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Owner fails to comply with its obligations under this Agreement and the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Upon termination of the license, the Owner shall refrain from making further reproductions of the Instruments of Service and shall return to the Architect within seven (7) days of termination of this license all originals and reproductions in the Owner's possession or control.

§ 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.

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

Nothing in this section shall be construed as a limitation on the Owner to comply with its disclosure obligations under the Illinois Freedom of Information Act and shall impose no obligation on the Owner to redact or exempt from disclosure under a FOIA request any document or information relating to this Project or Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of 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 A201-2017, 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 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 9.7.9.7 and including, but are not limited to, consequential damages as defined in the A201-2017 General Conditions.

§ 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~~-litigation. 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 this Agreement-ADR Systems, Inc., 20 N. Clark Street, Chicago, Illinois with a mutually agreeable mediator.~~ A request for mediation shall be made in writing, delivered to the other party to this 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, litigation,~~ 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.)

Arbitration pursuant to Section 8.3 of this Agreement

~~Litigation in a court of competent jurisdiction~~ Litigation in the Illinois Circuit Court located in Rolling Meadows, Illinois

Other: (Specify)

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

~~§ 8.3 Arbitration~~ The provisions of this Article 8 shall survive the termination of this Agreement.

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, Agreement and Exhibit A, the Project Authorization, such failure shall be considered substantial nonperformance and cause for termination ~~or, of its services pursuant to the Project Authorization or of this Agreement, if not cured within ten (10) days after the Architect's delivery of written notice to the Owner or, at the Architect's option, cause for suspension of performance of services under this Agreement.~~ the Project Authorization, Exhibit A. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension 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.

§ 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 identified in the Project Authorization, Exhibit A, for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement or the services under the Project Authorization by giving not less than seven days' written notice. In the event of a termination, the Architect shall be paid for all services performed and reimbursable expenses incurred to the date of termination.

§ 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 or the services under a Project Authorization upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Ten (10%) of the Architect's fee for the Project.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten (10%) of the Architect's fee for the Project.

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

Intentionally Deleted.

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3-State of Illinois.~~

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

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

§ 10.4 If the Owner requests the Architect to execute statements, consents, or certificates, the proposed language of such statements, consents, or 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 or which vary from the terms 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 Project Authorization, Exhibit A, for the Project, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

N/A
- .2 Percentage Basis
(Insert percentage value)

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Fee Schedule: Compensation for Basic Services shall be computed by multiplying the construction cost (Cost of Work) of the Project or bid package by the percentages in the following sliding fee schedule:

Construction Cost	Percentage Fee of Construction Cost
\$0 - \$499,999.99	Time and Material or Negotiated Lump Sum
\$500,000.00 - \$999,999.99	10.00 %
\$1,000,000.00 - \$3,999,999.99	9.75 %
\$4,000,000.00 - \$7,999,999.99	9.50 %
\$8,000,000.00 - \$11,999,999.99	9.25 %
\$12,000,000.00 - \$19,999,999.99	9.00 %
\$20,000,000.00 - Above	8.75 %

For the Basic Services, the Owner shall retain the Architect on a per Project basis as described above and/or as set forth in the Project Authorization for the assigned Project.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

As set forth in Exhibit A, the Project Authorization for the Project.

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

As set forth in Exhibit A, the Project Authorization for the Project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. 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 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.)

<u>TRIA ARCHITECTURE, INC. – 2023 Hourly Rates</u>	
Principal Architect	\$225.00
Associate Architect	\$190.00
Architectural Associate	\$180.00
Senior Staff Architect / Senior Interior Designer	\$180.00
Staff Architect II / Interior Designer II	\$160.00
Architectural Staff II	\$160.00
Staff Architect I / Interior Designer I	\$150.00
Senior Architectural Staff	\$150.00
Architectural Staff	\$140.00
Graphic Designer	\$135.00
Architectural Intern / Interiors Intern	\$130.00
Administrative Assistant	\$110.00

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 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 but no later than thirty (30) days from the date of the invoice. Amounts unpaid thirty-one (31) 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. In the event any portion of an account remains unpaid one-hundred and twenty (120) days from the date of the invoice, the Architect may institute collection action and the Owner shall pay all costs of collection, including reasonable attorney fees incurred by the Architect in connection with collecting the amount owed.

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

One point five % 1.5% per month

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§12.1 Any and all claims made by a party to this Agreement against the other arising from the performance of this Agreement shall be made against the Owner and Architect and not against any of their directors, officers, or employees.

§12.2 The Architect shall conform the final Construction Documents to applicable zoning and building laws, statutes, ordinances, rules, regulations, orders or other legal requirements, relating to the design of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, 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, Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service. Provided nothing contained herein shall relieve the Architect of its obligation to modify, at its expense, Drawings and Specifications where the Architect has negligently failed to prepare such in compliance with applicable Governmental Requirements.

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

§12.4 The Owner shall require in the Contracts for Construction that the General Contractor and trade subcontractors name the Owner, Architect and its consultants as additional insureds on each of their general liability, auto liability and umbrella/excess liability insurance policies and that said policies shall be endorsed to be primary and non-contributory to any other insurance coverage of the additional insureds. The Contractor's policy should be endorsed to be primary and non-contributory as respects the additional insureds over any other insurance the additional insureds may have.

§12.5 The Architect's obligations to review submittals and shop drawings are conditioned upon the prior review and approval of such Shop Drawings, Product Data and samples by the Contractor as required by Article 3.12.5 of the General Conditions for the Contract for Construction, A201-2017 Edition.

§12.6 Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. The Architect makes no warranties, express or implied, in this Agreement. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of the Owner.

§12.7 The Owner will cause the following clause to be inserted in all construction contracts:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, liabilities, demands, damages, losses and expenses, including but not limited to attorneys' fees and expenses, 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 expense is caused in whole or in part by any negligent act, intentional, or alleged negligent, or alleged intentional acts or omissions of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

This provision shall not be construed to require the Contractor to indemnify Owner or Architect against the consequences of their own negligence. In any and all claims against the Owner or 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 any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

§12.8 The Owner hereby establishes the Assistant Director of Public Works and the Director of Development Services as the Owner's authorized representatives for any Project.

§12.9 In the event that certain annual federal income tax deductions under Section 179D of the Internal Revenue Code are available to the Architect as the party primarily responsible for designing the energy efficient improvements, the Owner agrees to cooperate with the Architect by executing annually, if necessary, a written allocation and declaration

required by Section 179D related to such designing measures, or property placed in service under the parties' agreement during each applicable calendar year. The Architect shall prepare, and is responsible for the accuracy of the declaration and all accompanying documentation for the Owner's signature. The Architect shall be designed at the party primarily responsible for designing the energy efficient building property and thus the party to whom the Section 179D deduction is allocated.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

~~.3~~ Exhibits: 2 Exhibits:

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

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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

.4 Other documents:

(List other documents, if any, forming part of the Agreement.) Exhibit A The Project Authorization for the Project. {Exhibit A may be numbered per the Architect's internal project number for each project authorized by the Owner under the Master Agreement for reference purposes only. Notwithstanding the numerical designation, each Project Authorization issued is referred to herein as Exhibit A for the assigned project.}

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

Village of Hoffman Estates

TRIA Architecture Inc.

OWNER (Signature)

ARCHITECT (Signature)

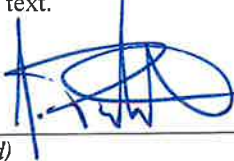
William D. McLeod Village President
(Printed name and title)

James A. Petrakos, AIA, LEED AP, President
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James A. Petrakos, AIA, LEED AP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:34:17 CT on 10/17/2023 under Order No. 4104243278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)



(Title)



(Dated)



December 2, 2023

VIA E-MAIL
(10) Page(s) Inclusive
peter.gugliotta@vohe.org

Peter Gugliotta, Director of Development Services (OWNER)
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Re: Village of Hoffman Estates - Village Green – Phase 2 Project
5510 Prairie Stone Pkwy, Hoffman Estates, Illinois 60192
Architect's Project Number: TBD
Project Authorization (Exhibit A)

Dear Mr. Gugliotta:

It has been a pleasure working with you on the proposed Village Green Phase 2 Project. Once executed, the OWNER authorizes TRIA Architecture, Inc. (TRIA) to provide professional services for the Project identified herein, which professional services shall be subject to all terms and conditions of the AIA B101-2017, Master Agreement between Owner and Architect, dated October 17, 2023 unless specifically provided otherwise in this Project Authorization.

DESCRIPTION OF PROJECT/ LOCATION:

PROJECT UNDERSTANDING:

- I. Tria Architecture (TRIA) will complete all Architectural Design for you (OWNER), as described herein. This proposal is based on the following key components:
 - A. Design of Phase 2 for the Village Green Renovations to include:
 - 1. A new Concessions Building with Restrooms.
 - 2. Additional concrete walks and plaza space.
 - B. This proposal is based on the Schematic Design plans (attached).
- II. All additional designs or design modifications requested by the OWNER or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal, including travel.

DESIGN PHASE SERVICES:

- I. TRIA will generally field verify all relevant existing conditions for the new building areas only. No field verification of the remainder of the site is included in this proposal.
- II. An estimate of construction cost will be provided at 50% Construction Documents.
 - A. All estimates based on the drawings will be schematic or based on general s.f. costs.

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630.455.4500 Fax: 630.455.4040
www.TRIAArchitecture.com

INIT.

- III.** TRIA will design the Civil (C.) renovations to the site as required to accommodate the new design, including:
- A.** Provide a topographic survey of the proposed disturbed area surrounding the new building.
 - B.** Site Design
 - 1. TRIA will design the grading for the concession building area improvements.
 - C.** Drainage Design
 - 1. The existing site drainage near the concession building consists of overland flow to the adjacent ponds and native areas. The new building will have a flat roof and roof drains which will be drained with a new enclosed storm sewer.
 - D.** Utilities
 - 1. It is anticipated that various utility improvements will be included to service the concession improvements. These utilities include water, sanitary and electrical services. The utility improvements will include:
 - a. Install water services to the concession building.
 - b. Install electrical conduit to the concession building.
 - c. Install sanitary service to the concession building.
 - E.** It is TRIA's understanding that the existing detention pond is sufficient for the additional impervious area proposed, therefore no stormwater detention design work is included in this proposal.
 - 1. TRIA will design the Best Management Practices (BMPs) as required by MWRD for the design proposed.
 - 2. TRIA will confirm the detention capacity of the existing pond based on information to be provided by the OWNER or MWRD:
 - a. Provide old reports and calculations to verify existing detention requirements and capacity.
 - b. Analysis of the detention requirements of the business park is not included in this proposal.
 - F.** Wetland Delineation
 - 1. It has been assumed that there will be no jurisdictional wetlands or impacts and an Army Corps of Engineers 404 permit will not be required. Coordination and permitting with the Army Corps is not included in this agreement.
 - 2. It has been assumed that a new wetland delineation of the site will not be required and not included in this agreement. No wetland delineation is included.
 - G.** TRIA will prepare and provide permit applications for site improvements for permitting with the local Authority Having Jurisdiction (AHJ), MWRD, and IEPA as needed.
- IV.** TRIA will design the Mechanical, Electrical, Plumbing and Fire Protection (M.E.P.FP.) systems as required to accommodate the new design, including:
- A.** TRIA will design the Heating, Ventilation and Air Conditioning (HVAC) system for the building.

TRIA ARCHITECTURE

- B.** TRIA will design the electrical system for the building including:
 - 1. General power and lighting.
 - 2. Building mounted site lighting.
 - 3. An addressable fire alarm system.
 - 4. The OWNER shall coordinate the new telecommunications utility entrances (Voice, Data, Internet, Security, Television).
 - 5. No specialized engineering such as security, intelligent lighting, voice, data, etc. design is included in this proposal.
 - a. All conduit and junction box locations shall be designed for wiring and trim to be provided by others.
- C.** TRIA will design the plumbing system for the building, including:
 - 1. Natural gas, domestic water and sanitary sewer for the building.
 - 2. A Grease Trap for the kitchen.
 - 3. An Automatic Fire Suppression System.
- V.** TRIA will design the new Structural (S.) systems as required to accommodate the design for the Building.
 - A.** The OWNER will provide soil testing reports for use by our structural engineer.
 - B.** No specialized structural investigations or other designs are included in this proposal.
 - C.** If required, all Structural Engineering above and beyond normal building design will be billed as a reimbursable expense above and beyond this proposal.
- VI.** TRIA will design a Kitchen layout with the parameters given.
 - A.** The proposal is based on the size and equipment shown in the attached, previously developed, kitchen plan.
 - B.** Produce an equipment brochure book. It is to be complete with specification sheets and utility data sheets for food service equipment buy-out items and fabricated items.
 - C.** Provide foodservice equipment Spot Location Plan for the purpose of communicating electrical, plumbing, and exhaust system supply requirements to all related disciplines.
- VII.** TRIA will design the additions and renovations to the existing Landscape Architecture (L.) as required to accommodate the new design.
- VIII.** TRIA will provide permit drawings for review from the Authorities Having Jurisdiction (AHJ's). The permit drawings shall comply with zoning and buildings codes, rules and regulations applicable to TRIA's scope of services.
 - A.** The OWNER will apply for the permit and coordinate the permit process with their departments.
 - B.** The OWNER will be responsible for all required permitting fees.
 - C.** TRIA will provide all drawing revisions for any permit re-submissions requested by the AHJ's, within our scope of work.

TRIA ARCHITECTURE

BIDDING PHASE:

- I. TRIA will assist the OWNER with all bidding, soliciting contractors, Requests for Information (RFI's), pre-bid meeting, bid opening, negotiation, and evaluation of the lowest apparent bidder.
- II. TRIA will process the AIA contract for the general contractor.
 - A. AIA Owner-Contractor contracts will be forwarded to the OWNER's attorney for review during design.

CONSTRUCTION OBSERVATION PHASE:

- I. N/A (Under a separate contract provided at a later date)

GENERAL ITEMS:

- I. The OWNER shall provide the following existing information to TRIA:
 - A. An electronic copy of the existing facility (also showing all utility locations, M.E.P.FP. equipment details and sizes), if available.
 1. All building covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.
 - B. The most current Hazardous Material reports (lead, asbestos, etc.) for the facility, if any.
 - C. Security, communications, and data systems designs and specifications for incorporation into the Construction Documents.
 - D. Soil testing reports for use by our Structural and Civil engineers.
- II. Items excluded from this proposal:
 - A. Furniture, Fixture and Equipment (FF&E) Design.
 - B. Environmental Assessments, Mitigation, Or Clean-Up.
 - C. Traffic Studies.
 - D. Tree Survey.
 - E. Alternate Bid Designs.
 - F. Value Engineering.
- III. This proposal is based upon attendance at up to four (4) OWNER/design meetings, one (1) Ad-Hoc committee meeting, one (1) Board meeting, one (1) pre-bid meeting, and one (1) bid opening.

Because of the undetermined length and amount of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

PROJECT PHYSICAL CHARACTERISTICS/SIZE:

Site area: +/-16,000 s.f. (proposed disturbed area of site)
Area of Building: +/- 5,100 sf
Refer to Proposed Scope of Work Diagram Attached

PROJECT DELIVERY METHOD:

Design-Bid-Build

TRIA ARCHITECTURE

SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES:

(check phases included):

Schematic Design Phase	
Design Development Phase	X
Construction Documents Phase	X
Bidding and Negotiation Phase	X
Construction Observation Phase	

(check services included):

Architectural Design	X
Mechanical Engineering	X
Electrical Engineering	X
Plumbing Engineering	X
Fire Protection Engineering	X
Structural Engineering	X
Civil Engineering	X
Landscape Architecture	X
Food Service Planning	X

THE FOLLOWING ADDITIONAL SERVICES ARE APPROVED BY THE OWNER AND INCLUDED IN BASIC SERVICES:

Civil Engineering
Landscape Design
Food Service Planning

TRIA'S CONSULTANTS FOR THE PROJECT:

Mechanical Engineering	Larson Engineering of Illinois
Electrical Engineering	Larson Engineering of Illinois
Plumbing Engineering	Larson Engineering of Illinois
Fire Protection Engineering	Larson Engineering of Illinois
Structural Engineering	Larson Engineering of Illinois
Food Service Planning	Edge Associates
Civil Engineering	HR Green
Landscape Design	JSD

OWNER PROVIDED ITEMS/SERVICES:

Security and Data Design
Geotechnical Engineer (Soil and Material Testing)
Furniture Fixtures and Equipment

OWNER'S CONSULTANTS FOR THE PROJECT:

Security and Data Design	TBD
Geotechnical Engineer (Soil and Material Testing)	TBD
Furniture Fixtures and Equipment	TBD

POTENTIAL ADDITIONAL SERVICES:

None at this time.

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630.455.4500 Fax: 630.455.4040

www.TRIAArchitecture.com

INIT.

INITIAL PROJECT SCHEDULE:

Completion of Design Phase:
July 31, 2024
Commencement of Construction shall be on or about:
TBD
Substantial Completion shall be by:
TBD

COMPENSATION:

Architectural Design services as described above **for a Time and Material Fee Not to Exceed \$213,450.**

Estimated Fee Breakdown by Phases:

Design Phase Services: \$204,500.00 (1,278 Hours)
Bidding Phase Services: \$8,950.00 (53 Hours)

The estimated fee breakdown above is provided for informational purposes only. Invoices will be based on actual time spent multiplied by the appropriate billing rate not to exceed the amount listed above for the entire project.

HOURLY BILLING RATES:

2023 HOURLY RATES (Subject to change per the AIA Agreement)

Tria Architecture:

Principal Architect	\$225.00
Associate Architect	\$190.00
Architectural Associate	\$180.00
Senior Staff Architect / Senior Interior Designer	\$180.00
Staff Architect II / Interior Designer II	\$160.00
Architectural Staff II	\$160.00
Staff Architect I / Interior Designer I	\$150.00
Senior Architectural Staff	\$150.00
Architectural Staff	\$140.00
Graphic Designer	\$135.00
Architectural Intern / Interiors Intern	\$130.00
Administrative Assistant	\$110.00

Larson Engineering:

Principal	\$300.00
Department Head	\$235.00
Senior Project Manager	\$210.00
Project Manager	\$176.00
Engineer 3	\$165.00

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630.455.4500 Fax: 630.455.4040

www.TRIAArchitecture.com

INIT.

Engineer 2	\$150.00
Engineer 1	\$135.00
CADD Technician	\$125.00

HR Green:

Principal	\$215 - \$350
Senior Professional	\$210 - \$320
Professional	\$150 - \$220
Junior Professional	\$100 - \$150
Senior Technician	\$135 - \$175
Technician	\$80 - \$140
Senior Field Personnel	\$155 - \$225
Field Personnel	\$90 - \$170
Junior Personnel	\$95 - \$145
Administrative Coordinator	\$75 - \$125
Administrative	\$75 - \$110
Corporate Admin	\$95 - \$150
Operators / Interns	\$70 - \$125

Edge Associates:

Principal	\$155.00
Senior Associate	\$125.00
CAD Operator	\$85.00
Technical Assistant	\$55.00

JSD:

Principal	\$235.00
Senior Project Consultant	\$195.00
Project Consultant	\$175.00
Senior Planner	\$160.00
Staff Planner	\$135.00
Senior Landscape Architect	\$160.00
Landscape Architect	\$145.00
Senior Landscape Designer	\$135.00
Landscape Designer	\$120.00
Office Support	\$75.00

OWNER'S CONSTRUCTION BUDGET FOR THE PROJECT:

TBD

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527

Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304

Company Main: 630.455.4500 Fax: 630.455.4040

www.TRIAArchitecture.com

INIT. 

Peter Gugliotta, Director of Development Services (OWNER)
Village of Hoffman Estates
Project Authorization (Exhibit A)
Village of Hoffman Estates - Village Green – Phase 2 Project
December 2, 2023
Page 8 of 8

OTHER TERMS AND CONDITIONS:

- I. If the Project is not completed within 12 months, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as an Additional Services at the rates set forth herein.

Please review this Project Authorization and don't hesitate to contact me if you have any questions or require any additional information. **If this Project Authorization is acceptable, please execute all of the yellow highlighted areas and send the entire document back to our office.** TRIA and I look forward to your direction and working with you.

Approved by (Sign / Print): _____

Title: _____

Date: _____

Sincerely,



TRIA ARCHITECTURE, INC.
Ronald E McGrath
Principal Architect

REM/jp

Attachments: Design Plans (2) pages

File Name: MRK.PA.101723.HoffmanEstates.Phase2.CD.docx

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630.455.4500 Fax: 630.455.4040
www.TRIAArchitecture.com

INIT. _____

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization of an extension to an Employee Leasing Agreement with GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC, for Civil Engineer staff services at a rate of \$87.50 per hour

MEETING DATE: December 18, 2023

COMMITTEE: Special Planning, Building and Zoning

FROM: Peter Gugliotta, Director of Development Services

REQUEST: Request authorization of an extension to an Employee Leasing Agreement with GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC, for Civil Engineer staff services at a rate of \$87.50 per hour.

BACKGROUND: In April 2021, the Village retained the services of an experienced Professional Engineer through a contract with GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC (GovTemps), in response to staff vacancies, however, the need has evolved to include critical workload coverage. The contract was extended twice and expires December 31, 2023.

Following unsuccessful efforts in 2021 to recruit an experienced Engineering Senior Project Manager in a highly competitive market, the decision was made to focus on an internal employee development plan that would facilitate growth of existing talented staff to handle greater responsibilities. Retaining the services of a part-time experienced GovTemps employee has been critical to meet a heavy workload, as well as assisting with mentoring and training. As the Engineering capital workload continues to increase into 2024, the need for these services continues to be critical.

The current GovTemps employee working with the Village has proven to be a highly valuable and cost-effective asset due to his extensive professional engineering experience in municipal government. This same engineer has indicated availability to continue working well into 2024.

DISCUSSION:

An updated Exhibit A is attached to extend the agreement with GovTemps for a Professional Engineer. The contract is structured so the temporary staff assistance is done on a contract basis and not as an employee of the Village. The Village will pay GovTemps on a monthly basis at the rate of \$87.50 (previously \$84.00), which will cover the employee's pay plus all GovTemps costs. This person works 20-26 hours per week on a schedule as determined by the Director of the Engineering Division. The term runs from January 2, 2024 through June 28, 2024, with a provision that the agreement will automatically extend on a bi-weekly basis up to January 3, 2025, unless either party chooses to terminate.

FINANCIAL IMPACT:

Funding for the cost of this temporary employee has been included in the formal Village 2024 Budget.

RECOMMENDATION:

Request authorization of an extension of an Employee Leasing Agreement with GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC, for Civil Engineer staff services at a rate of \$87.50 per hour.

Attachment

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **VILLAGE OF HOFFMAN ESTATES** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemps shall, to the extent applicable and/or required by law, timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard

payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemp's workers' compensation carrier. GovTemps and GovTemps' insurance carriers shall have the right

to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemps under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemps with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the “Effective Date”). The period during which the Assigned Employee works at the Client is defined as the (“Term”). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the (“Termination Date”).

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemps may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. GovTemps Liability. GovTemps shall be liable for all claims, liabilities, attorney’s fees, costs and expenses related to (i) the acts, errors, or omissions of GovTemp, its

related business entities, its agents, representatives, and employees, including any breach hereunder, and (ii) the Worksite employee that related to events or incidents occurring prior to or subsequent to the terms of this Agreement.

Section 7.02. Municipality's Liability. Except to the extent prohibited by law and without waiving any and all of its defenses including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 et seq., Municipality shall be liable for (i) the acts, errors or omissions of the Municipality, relating to the activities or conditions associated with the Assignment. Notwithstanding the foregoing, Municipality shall have no obligations to GovTemps with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement. In accordance with Section 2.02 herein, Municipality shall not indemnify GovTemps for any worker's compensation benefits or payments made to Worksite Employee by GovTemps arising out of the performance of this Agreement.

Section 7.03. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and

the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GovTemps/MGT Consulting 630 Dundee Road Suite 225 Northbrook, Illinois 60062 Attention: Michael J. Earl Telephone: 224-261-8366 Electronic Mail: mearl@govhrusa.com
-----------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If to the Municipality:	Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169 Attention: Patrick J. Seger Telephone: (847) 781-2691 Email: Patrick.seger@hoffmanestates.org
-------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPS, A division of MGT of AMERICA CONSULTING, LLC

By  _____

Name: A. Trey Traviesa
Title: CEO – GovTemps/MGT Consulting

EFFECTIVE DATE: January 2, 2024

MUNICIPALITY

By _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Paul Redman

POSITION/ASSIGNMENT: Engineering Technician

POSITION TERM: January 2, 2024 – June 28, 2024

Unless either party provides two weeks advance written notice, the agreement will automatically be extended on a bi-weekly basis up to January 3, 2025.

Either party may terminate the agreement by providing two weeks advance written notice.

BASE COMPENSATION: \$87.50/hour. The worksite employee will work a variable schedule but it is anticipated that the worksite employee will average about 20-26 hours/week.

Employee will be compensated only for hours worked and will not be compensated for Village

Holidays or any other time off for personal reasons. Hours should be reported via email to

payroll@govtempusa.com by the close of business on the Monday after the prior work week.

The Municipality will be invoiced every other week for hours worked.

GOVTEMPS / MGT CONSULTING

MUNICIPALITY:

By: 

By: _____

Date: 12/11/2023

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Not Applicable.