PROPOSAL FOR

2019 CHESTERFIELD TOWNSHIP LIBRARY
NEW COMMUNITY LIBRARY PROGRAM

MARCH 29, 2019

LEGAT ARCHITECTS
March 29, 2019

Elizabeth Madson
Director
Chesterfield Township Library
50560 Patricia Ave.
Chesterfield, MI 48051

Re: Proposal for the 2019 Chesterfield Township Library
New Community Library Program

Dear Elizabeth:

Legat Architects is excited to know of the progress the Chesterfield Township Library has made in the past year since we first learned of your intentions to build a permanent home for the library. Your purchase of the site at Sugarbush Road and 21-mile Road is a true signal to the community that you are committed to delivering excellent service.

As we studied the library’s strategic plan, we were especially impressed with the library’s vision: “Anchored in Excellence...Unlimited Horizons.” We think this mantra will set the stage as the library embarks on this historic project to construct a permanent home for the library community. Together with the library’s mission, goals, and objectives, these assertions will provide a solid foundation as the stakeholders begin the programming and design process.

The challenge moving forward will be to align the evolving needs of its 21st century patrons with the library’s strategic plan. The library has already begun to gather patron input in January 2019, but a collaborative process must continue as this alignment is translated into the programming and design of the new building.

Please review this response to your Request for Proposal. It includes a detailed scope of services that was tailored specifically to provide the library with the information it will need to inform the voters of your vision for the new building.

We look forward to the opportunity to meet with you in person and discuss our proposal. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

Jeffrey Sronkoski
Chairman, Principal
O 312.756.1244
M 312.505.3358
jsronkoski@legat.com

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Principal, Director of Interior Design
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www.legat.com
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1. SCOPE OF SERVICES, COMPLETION

KNOWLEDGE OF THE CHESTERFIELD TOWNSHIP LIBRARY

History of the Library
Legat Architects is familiar with the library’s history that spans seven decades back to the 1950s when the family of Bernard and Ceola Trinity opened their home library to the community. Since 1994, when the Chesterfield Township Library was legally established by the voters, the library has operated for 25 years in rented facilities. The library currently serves a population of 45,730 people (Class V) and anticipates serving a growing population of over 50,000 people (Class VI). Responding to this projected growth, in 2018, the library purchased a 5.698 parcel of vacant land for its future permanent home.

Library Strategic Plan 2018-2023
Legat Architects has reviewed the Chesterfield Township Library’s strategic plan. The Library Vision “Anchored in Excellence…Unlimited Horizons” will set the stage as the library embarks on this historic project to construct a permanent home for the library community. Together with the library’s mission, goals, and objectives, these assertions will provide a solid foundation as the stakeholders begin the programming and design process.

Challenges Moving Forward
The Chesterfield Township Library has made a commitment to serve its growing library community by purchasing the site at Sugarbush Road and 21-mile Road, and by recognizing that a new building must be constructed to improve its service delivery. The challenge moving forward will be to align the evolving needs of its 21st century patrons with the library’s strategic plan. The library has already begun to gather patron input in January 2019, but a collaborative process must continue as this alignment is translated into the programming and design of the new building.
SCOPE OF SERVICES AND COMPLETION

Understanding of the Project
Legat Architects understands the Chesterfield Township Library desires to program, design, and construct a new one-story, 35,000-square-foot library building (possibly expandable to 45,000 square feet) on a 5.698-acre site currently owned by the library.

We further understand that the library intends to request funding for this project via a public referendum in either August or November of 2020. Accordingly, it is our understanding that the services requested in the REQUEST FOR PROPOSAL - 2019 Chesterfield Township Library – New Community Library Program are for pre-referendum programming and design services that will allow the library to convey the design intent and cost for the new building to the voters.

PRE-PROGRAMMING

TASK 1. Data Review
Library staff will be asked to assemble a handful of existing documents, core pieces of information that can help introduce the Legat/Library Planning Associates (LPA) team to the library and the Chesterfield community. These will include documents like the library’s current long-range plan, recent annual reports to the state library, past internal annual reports, demographic summaries and forecasts. The key to this examination will be internal reports and working papers relating to the recommendation that the library needs a building of 35,000 square feet, possibly expandable to 45,000 square feet. LPA will review these by way of getting acquainted with the Chesterfield Township Library.

TASK 2. Annual Report Review
Using the database of public library statistics maintained by the Institute for Museum and Library Service (IMLS) and local documentation, annual reports will be compiled into one or more charts that track the library’s activity and developmental trends over time – the last 20+ years.

LPA will review this data, looking for patterns and trends that may affect the service goals chosen by the library. This review will be conveyed to the library for your reaction.

TASK 3. Peer Comparative Analyses
Tracking the library’s progress over time by compiling annual report data in Task 2 is useful, but it only tells part of the story. According to the latest data available from the IMLS, Chesterfield Public Library maintains a collection of under 86,000 items. That’s good to know, but is that a lot, or not a lot? That question can be answered by putting the client library in the context of a group of peer libraries and analyzing their collective experience. In this task, three variant cohorts will be analyzed to “triangulate” the current status of the Chesterfield Township Library and potential future service goals.

TASK 4. National Library Trends
Another important focus for context is an understanding of broad national trends in library service. To that end, LPA has compiled data from the IMLS database that support an examination of service trends over the last 20+ years, which enriches our understanding of how services developed... and how they may develop in the future, which in turn helps with projecting prospective future resource and service inventory goals.

TASK 5. Kickoff Meeting, Existing Building Tour, and New Site Survey
During this visit, Legat Architects will facilitate the kickoff meeting to confirm the project’s vision, goals, objectives, project budget, schedule, and other concerns. The Legat team will also visit the site to observe, experience, and document existing conditions.
Also during this visit, Anders Dahlgren (LPA) will tour the existing library facility to gain a first-hand understanding of current services and conditions. He will meet with the library’s management team to review the analyses conducted through the preceding tasks and explore how these findings might impact the library’s identified resource and service inventories. He will meet with the library board (if available) to gather the trustees’ feedback on the same topic. At the library’s option, he may also meet with other local officials and/or opinion leaders to gather similar feedback.

The purpose of this visit and these discussions is to build preliminary consensus, especially among library trustees and staff, around an optimum inventory of resources and services the Chesterfield Public Library should support to meet the long-term library service needs of the community. Legat will document all the meetings of this day-long visit with meeting minutes.

Based on the consensus that emerged around the library’s future resource and service inventory goals, Anders will prepare a working paper on the library’s space needs. The basis for this estimate will be Public Library Space Needs: A Planning Outline, which Anders produced while on the staff of the Wisconsin State Library Agency (the fourth edition, which is in production at the Wisconsin State Library). This working paper will be conveyed to the library for review and comment, after which a final version of the working paper will be prepared, based on edits suggested by local planners.

**TASK 7. Develop Departmental Space Allocation Model**
Anders will examine previously-prepared programs for other libraries of roughly the same size as Chesterfield Township Library to identify common patterns in the deployment of space into departments. The common patterns will blend into a model that describes how the overall space in the new Chesterfield building is likely to be allocated into departments.

This task seeks to provide an additional level of understanding about the library’s space needs – necessary in support of Legat’s efforts to explore concept plan layouts in an informed way – while saving the time and expense of developing a full building program during this preliminary phase of planning. As planning progresses into subsequent design phases, it will be appropriate to develop a detailed building program statement to confirm the estimates made here.

Based on feedback received from the library on the draft working paper, Anders will prepare a final version that will also include an application of the departmental space allocation model.

**PRE-DESIGN**

**TASK 9. Site Analysis**
Based on information obtained from the library and during the site survey, Legat will complete a site analysis that documents existing physical conditions, climatic conditions, pedestrian and vehicular access, and other information about the site. This analysis will be used to inform design decisions at the collaborative design meeting in Task 11.

**TASK 10. Space Allocation Model Analysis**
Using the space allocation model developed in Task 7, Legat will further analyze this information by studying space adjacencies, blocking, access, and other relationships in diagrammatic form. This analysis will be used to inform design decisions at the collaborative design meeting in Task 11.
**TASK 11. Collaborative Design Meeting with Library**
Once the above tasks have been completed, a day-long collaborative design session with the library will be scheduled. The meeting will begin with a review of the project vision, goals, and objectives established at the kickoff meeting in Task 5. This meeting will be attended by the design team and key stakeholders from the library to provide input as to the site plan, building layout, and massing of the new building. Two to three options will be explored during this session, and one will be selected by the group for further development by the design team. Legat will document this day-long meeting with meeting minutes.

**TASK 12. Site Plan Design**
Using the input received at the collaborative design meeting as well as the library’s project budget, the design team will further develop and detail the site plan for the selected option to accurately depict the new building location as it relates to roadway access, parking, pedestrian access, pedestrian access, surrounding parcels, existing vegetation, and other site design components.

**TASK 13. Floor Plan and Building Design**
Using input received at the collaborative design meeting as well as the library’s project budget, the design team will further develop and detail the floor plan for the selected option to reflect the building organization and layout previously agreed upon with the key library stakeholders. The floor plan will depict all spaces of the building complete with furniture, equipment, doors, windows, and other details to convey how the building will function. The exterior of the building will also be designed to reflect an appropriate image for the Chesterfield Township Library community.

**TASK 14. Cost Estimate**
Legat will complete a preliminary cost estimate for the design to date.

**TASK 15. Internal Design Review**
Legat and LPA will meet internally to confirm that the site plan, floor plan, and building design are in alignment with the space allocation model and input received from the collaborative design meeting. The cost estimate will also be reviewed to confirm that it is in alignment with the library’s total project budget.

**TASK 16. Progress Review with Library**
Legat will review the developed site plan, floor plan, building design, and cost estimate with the library for approval to proceed with final documentation. Legat will document this review with meeting minutes.

**TASK 17. Design Revisions**
Legat will make any revisions to the site and building design as a result of the progress review with the library in Task 16.

**TASK 18. Renderings**
Legat will complete one professional colored rendering of the exterior building design and two professional colored renderings of the building interior. Colored versions of the site plan and floor plan will also be completed.

**DOCUMENTATION AND PRESENTATION**

**TASK 19. Final Documentation**
Legat will provide 25 copies of a hard-bound document that will include a summary of the pre-programming, pre-design process, and cost estimate as well as the final rendered site plan, floor plan, exterior rendering, and interior renderings.

**TASK 20. Final Presentation with Library**
Legat will make a final PowerPoint presentation to the library and provide an electronic copy of the same.
PROJECT TIMELINE AND COMPLETION

Our understanding of the library’s schedule for this project is that contract negotiations and award will occur on June 19, 2019, allowing the process to begin sometime thereafter. We also understand that it is the library’s intent to go out for a referendum in either August or November of 2020. These dates would allow more than ample time to complete the pre-programming, pre-design, and documentation/presentation phases of the work described above.

In order to allow for flexibility with the library’s schedule, the following timeline identifies the durations (in weeks) for the various tasks in our proposed work plan:

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<td>Task 19</td>
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2. RESUMES

A. FIRM AND CORPORATE OFFICER
Legat Architects
651 W. Washington Blvd., Ste. 1
Chicago, IL 60661
www.legat.com

Authorized to Execute Agreements
Jeffrey Sronkoski
Chairman, Principal
jsronkoski@legat.com, 312.505.3358

B. FIRM BACKGROUND
Legat Architects was founded 55 years ago in Waukegan, Illinois. Since then, the firm has opened four more studios in Illinois and Ohio to provide our expanding clientele with a local partner. Today, Legat Architects’ third generation of leadership maintains the firm’s reputation as a national design firm with a strong sustainable commitment.

A privately held corporation, Legat is an employee-owned firm, registered and in good standing with the state of Illinois. Annual financial statements are reviewed by a certified public accountant firm.

Your project management team will be located at our Chicago, Illinois office.

C. PROJECT TEAM
Legat Architects specializes in site selection, master planning, programming, needs analysis, and design of public and private facilities. As planners and architects, we are providing creative solutions to our clients’ strategic plans through successful master planning, renovations, and new facilities that meet their long-term goals, community needs, and fiscal management.

The following team will be responsible for servicing the library:
JEFFREY SRONKOSKI, ASSOCIATE AIA, LEED AP
PROJECT PRINCIPAL

Jeffrey is Principal and Director of Legat Architects’ higher education practice. He leads the practice in the areas of strategic focus, client relationships, and fiduciary responsibility. As Project Principal, Jeff encourages his project teams to engender design solutions that align with institutional purpose and invite synergies to develop. As a planner/programmer, he monitors emerging trends and fosters a hands-on, collaborative approach to problem solving. Jeffrey joined Legat Architects in 1978, and has been instrumental in the firm’s growth by initiating and leading three of the firm’s five offices, including Chicago where he is currently Principal-In-Charge. In addition to his work locally, Jeff has also led multiple projects in 30 countries on six continents, helping the firm to develop a global presence.

SELECT PROJECT EXPERIENCE

Harper College Palatine, IL
David K. Hill Family Library Renovation LEED-NC Silver registered

Moraine Valley Community College Palos Hills, IL
Library Group Study Interior Renovation

Governors State University University Park, IL
Academic Computing Lab and Library Renovations

Joliet Junior College Joliet, IL
Campus Center Library LEED-NC Gold
Library and General Concourse Renovations

Rock Valley College Rockford, IL
Estelle M. Black Library Renovation

Morton College Cicero, IL
Library Renovations

Prairie State College Chicago Heights, IL
Learning Resource Center/Conference Center (formerly Community Instructional Center)

Lutheran School of Theology at Chicago Chicago, IL
Integrated Conceptual Architectural Design including Renovations, MEP System and Accessibility Upgrades LEED-NC Gold registered
Phase 4 - Library Wing Renovation

McHenry County College Crystal Lake, IL
Library and Classroom Addition

A QUICK LOOK

:: Principal | Director of Higher Education
:: Chairman, Legat Architects, Board of Directors
:: 41 Years with Legat Architects
:: Master of Architecture, University of Illinois
:: Bachelor of Science in Architectural Studies, University of Illinois
:: LEED Accredited Professional
:: Illinois Capital Development Board Certified Project Manager
:: Member, Lambda Alpha International, The Honorary Society for the Advancement of Land Economics
SYLVIA KOWALK, ASSOCIATE AIA, LEED AP
LEAD INTERIOR DESIGNER

Sylvia is Director of Interior Design with over 17 years of experience designing stimulating and cutting-edge interiors for public and private environments. Her expertise spans from space planning and development of interior facility standards to the selection of colors, finishes, furniture, and artwork. She has designed libraries, educational facilities, and corporate interiors.

SELECT PROJECT EXPERIENCE
Harper College Palatine, IL
David K. Hill Family Library Renovation LEED-NC Silver registered

City of Davenport Davenport, IA
Davenport Public Library Master Plan

Moraine Valley Community College Palos Hills, IL
Library Group Study Interior Renovation

Governors State University University Park, IL
Academic Computing Lab and Library Renovations

University of Illinois at Chicago Chicago, IL
Student Success Center
Stevenson Hall Renovations
Technology Bookstores Renovations

Newark City Schools Newark, OH
Newark High School Media Center
Four New Elementary School Libraries

East Lansing Public Schools East Lansing, MI
High School Library*
1,200-Student High School Additions and Renovations*
Middle School Addition and Renovation*

Linden Public Schools Linden, MI
New 800-Student Linden Middle School and Library*

Flushing Community Schools Flushing, MI
Middle School*
1,500-Student High School Addition and Renovations*
New 1,500-Student Middle School*
Community Education and Early Childhood Center *

Grand Rapids Public Schools Grand Rapids, MI
New Cesar Chavez Elementary School*

*Prior to joining Legat Architects

A QUICK LOOK
:: Principal | Director of Interior Design
:: 5 Years with Legat Architects
:: 22 Years Experience
:: Bachelor of Arts in Interior Design, Visual Arts Design Institute, Mexico
:: LEED Accredited Professional
:: Past Member, Council of Educational Facility Planners International
:: Past Member, Western Michigan University, Interior Design Advisory Board
:: Associate Member, American Institute of Architects

LEGAT ARCHITECTS
TED HAUG, AIA, LEED AP BD+C
LEAD DESIGN ARCHITECT

As Chief Creative Officer, Ted oversees all design efforts across Legat Architects’ practice areas. Throughout his 34-year career at Legat, he has produced a portfolio of high-profile, distinguished buildings. His philosophy of design promotes an integrated approach to optimize compelling, affordable, and appropriate solutions to client needs. His design talent combined with his community interests has led to a passion and expertise in recreational and municipal facilities.

SELECT PROJECT EXPERIENCE
Harper College Palatine, IL
David K. Hill Family Library Renovation LEED-NC Silver registered

City of Davenport Davenport, IA
Davenport Public Library Master Plan

Village of Clarendon Hills IL
Clarendon Hills Library

Rock Valley College Rockford, IL
Estelle M. Black Library Renovation

Mundelein High School District 120 Mundelein, IL
Learning Resource Center Addition

Moline-Coal Valley School District 40 Moline, IL
Hamilton Elementary School Media Center

University Center of Lake County Grayslake, IL
Academic Center Library

Oak Grove School District 68 Libertyville, IL
Oak Grove Elementary School Library Renovation

Fremont School District 79 Mundelein, IL
New Elementary School included New Library Additions and Renovations
District Offices

Gurnee School District 56 Gurnee, IL
O’Plaine School Library Renovations

Rosalind Franklin University of Medicine and Science
North Chicago, IL
Rothstein Warden Centennial Learning Center
Campus Master Planning and Design Services

City of Warrenville/Warrenville Park District Warrenville, IL
Community Building Space Needs Assessment and Feasibility Study

A QUICK LOOK
:: Principal | Chief Creative Officer
:: 34 Years with Legat Architects
:: Master of Architecture, University of Illinois
:: Bachelor of Science in Architectural Studies, University of Illinois
:: Licensed Architect in Illinois
:: LEED Accredited Professional, Building Design+Construction
:: Illinois Capital Development Board Certified Project Manager
:: Member, American Institute of Architects
:: Member, Illinois Park and Recreation Association
JUSTIN BANDA, ASSOCIATE AIA
PROJECT DESIGNER

Justin is a designer committed to facility, client and community solutions. He specializes in higher education and PreK-12 projects, bringing a large digital vocabulary to master planning, schematic design and sustainable architecture strategies. With a high attention to detail, he is directly involved with programming and construction administration.

SELECT PROJECT EXPERIENCE

**Public Building Commission** Chicago, IL
McDade Elementary School Annex
Hancock Replacement High School Competition
2018 Annex Peer Reviews

**Lake Land College** Mattoon, IL
Luther Student Center

**Waubonsee Community College** Sugar Grove, IL
Multi-Campus Master Plan

**Chicago Public Schools** Chicago, IL
Manuel Perez Jr. Elementary School Playground Renovation
Till Elementary School Annex Demolition
Pilsen Academy Annex Demolition

**Medinah School District 11** Medinah, IL
Facilities Assessments
Medinah Primary School Renovation

**Lutheran School of Theology** Chicago, IL
Campus Master Plan

**Schuyler-Industry School District 5** Rushville, IL
Rushville-Industry High School Performing Arts Center

**Metropolitan Family Services** Chicago, IL
Learning Landscapes Research and Installations, Aurora, North Lawndale, and Little Village, IL

**Chicago Architecture Biennial 2017** Chicago, IL
Between States Exhibit

A QUICK LOOK

:: Project Associate | Sustainability Coordinator

:: Master of Architecture, Judson University

:: Bachelor of Architecture, Judson University

:: Associate Member, American Institute of Architects

:: Interviewed, “Generation Alpha,” Architectural Products magazine

LEGAT ARCHITECTS
Aileen believes in the power of interior spaces to influence learning and daily life. She has designed functional and aesthetically pleasing interiors for multiple environments including libraries, educational learning facilities, corporate spaces, and more. Her expertise spans from space planning and development of interior facility standards to the selection of colors, finishes, furniture, and artwork.

SELECT PROJECT EXPERIENCE

**Harper College** Palatine, IL
David K. Hill Family Library Renovation LEED-NC Silver registered

**College of Lake County** Grayslake, IL
Buildings A and B Renovation (Student Core, Enrollment, Bookstore) FF&E Selection and Plans
Cafeteria Addition FF&E Selection and Plans
Science Building Addition FF&E Selection and Plans

**Oakton Community College** Des Plaines, IL
Student Center Renovation

**Lake Land College** Mattoon, IL
Luther Student Center Redesign

**University of Illinois at Urbana-Champaign** Champaign, IL
Turner Hall FF&E Services

**University of Illinois at Chicago** Chicago, IL
FF&E Campus-Wide Standards Boards

**Chicago Public Schools** Chicago, IL
Prussing Elementary School Annex and Renovations
Esmond Elementary School

**Mundelein High School District 120** Mundelein, IL
Mundelein High School STEM Expansion

**Community Unit School District 200** Wheaton, IL
Early Learning Center

**Rosalind Franklin University of Medicine and Science** North Chicago, IL
Center for Advanced Simulation in Healthcare, Huntley, IL
Student Spirit Store, North Chicago, IL

**Elmhurst College** Elmhurst, IL
Interior Remodel
Bluejays’ Roost Renovation
Schick Hall and Stranger Hall Interior Remodel

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**AILEEN EVERITT, NCIDQ, LEED AP ID+C, IIDA**

**INTERIOR DESIGNER**

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**A QUICK LOOK**

:: Project Associate | Interior Designer
:: Bachelor of Arts, Michigan State University
:: National Council for Interior Design Qualification (NCIDQ) Certified
:: LEED Accredited Professional, Interior Design + Construction
:: Member, International Interior Design Association

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**LEGAT ARCHITECTS**
Anders Dahlgren’s 1988 publication, Public Library Space Needs: A Planning Outline, was the first library space planning guide to detail the essential connection between a library’s service goals and its space needs. Now in its third edition (http://dpi.wi.gov/pld/plspace.html, Wisconsin Department of Public Instruction, 2009), the Outline has become the foundation for most library space planning protocols. Several states – among them Texas, Illinois, Massachusetts and Connecticut – have modeled their state-level standards on the Outline, and the International Federation of Library Associations adopted a variation on the Outline as its recommended methodology for assessing library space needs (IFLA Library Building Guidelines: Developments & Reflections, K.G. Saur, 2007).

Anders developed the building program that drove the design of Madison (WI) Public Library, recently recognized as one of the “New Library Landmarks” by Library Journal. In the inaugural installment of LJ’s landmark series in 2011, two of the top-ranked buildings were underpinned by Anders’ programs – #1 Poplar Creek Library District and #5 Durango Public Library. The LJ list identifies exemplary public libraries, projects deemed to be in the vanguard of library service, technology application, and facilities design.

Architectural Record featured two LPA projects, Cambridge (MA) Public Library and the Poetry Foundation’s new headquarters. The Chicago Tribune’s Blair Kamin named the Poetry Foundation one of Chicago’s best new buildings for 2011.

Three times, Anders has been elected to the board of the American Library Association’s Building and Equipment Section, serving as Section chair in 1987-88. He currently serves as Member-at-Large on the BES Board. As an ALA-endorsed nominee, he was elected to two four-year terms on the Standing Committee on Library Buildings and Equipment for the International Federation of Library Associations (2001 to 2009). Five times, he has been appointed as a juror for the prestigious Library Building Award, jointly sponsored by ALA and the American Institute of Architects – in 1991, 1993, 1999, 2001, and 2011.

He is a noted presenter on library space planning, conducting workshops and seminars and speaking in locales such as Portland, OR; Nashville, TN; Lafayette, LA; Essen and Berlin, Germany; Torino, Italy; Guadalajara and Mexico City, Mexico; and Durban, South Africa. For 10 years, Anders taught the course “Planning & Equipping Library Buildings” at the Graduate School of Library & Information Science at Dominican University, an ALA-accredited library school.
Anders is an acknowledged leader in planning library services and spaces. He founded Library Planning Associates, Inc. (LPA) in 1984 and has since consulted with more than 150 libraries across the country and internationally. As the building consultant for the Wisconsin State Library (1984 to 1998), he worked with more than two-thirds of the state’s 380+ libraries. He has planned libraries ranging in size from less than 2,000 square feet to almost 400,000 square feet and prepared programs for more than five million square feet of library space.

Among his accomplishments and contributions:

- 14 years on the staff of the Wisconsin state library agency as the state’s recognized authority on long-range and facilities planning
- Created Public Library Space Needs: A Planning Outline while on the staff of the Wisconsin state library agency (the most referenced library space planning tool, often referred to as “the Wisconsin model,” it became the basis for the space planning methodology recommended by the International Federation of Library Associations)
- Two projects recognized by Library Journal as Library of the Year – The Blair Library (Fayetteville, AR) and the Laramie County Public Library (Cheyenne, WY)
- Three projects recognized by Library Journal as a New Library Landmark – Poplar Creek Library District (Streamwood, IL), Durango Public Library (CO), Madison Public Library (WI)
- Two projects recognized by the American Institute of Architects with the AIA Honor Award, the AIA’s highest award – Cambridge Public Library (MA), the Poetry Foundation (Chicago); the Poetry Foundation headquarters was also cited by Architectural Record in its recent list of the “Top 125 buildings” of the last 125 years
- Elected by peers three times to the Executive Board of the American Library Association’s Building and Equipment Section (BES)
- Twice elected to the Standing Committee on Library Buildings and Equipment in the International Federation of Library Associations (IFLA)
- Named by the American Library Association five times to serve as a juror for the Library Building Award, jointly sponsored by the American Library Association and the American Institute of Architects to recognize excellence in library design – in the history of the LBA program, no one has served on this jury more
D. SIMILAR WORK AND REFERENCES

**Antioch Public Library** Antioch, IL  
Additions and Renovations Preliminary Study  
ADA Study  
Accessibility and Interior Renovations  
Roofing Removal and Replacement  
Master Plan  
Grant Application/Master Plan for Addition

**Chicago Public Library** Chicago, IL  
Merlo Branch Library Building Envelope and Systems Assessment

**College of Lake County** Grayslake, IL  
Learning Resource Center Renovation

**Cook Memorial Public Library District** Libertyville, IL  
Roof Removal and Replacement, Joint Restoration, and Soffit Replacement

**Davenport Public Library** Davenport, IA  
Feasibility Study

**Deerfield Public Library** Deerfield, IL  
Miscellaneous Consulting

**Elmhurst Library** Elmhurst, IL  
Miscellaneous Consulting

**Highland Park Public Library** Highland Park, IL  
Facility Assessment

**Lake Villa Public Library District** Lake Villa, IL  
Children’s Area Space Utilization Study  
Paving Improvements  
Roofing Removal and Replacement  
Building Renovation  
Miscellaneous Consulting Work

**Morton College** Cicero, IL  
Library Renovation

**Prairie State College** Chicago Heights, IL  
Learning Resource Center/Conference Center

**Lutheran School of Theology at Chicago** Chicago, IL  
Integrated Conceptual Architectural Design including Renovations, MEP System, and Accessibility Upgrades (Phase 4 Library Wing Renovation) LEED-NC Gold registered

**McHenry County College** Crystal Lake, IL  
Library and Classroom Addition  
Outstanding New Construction Award, Illinois Capital Development Board

**Milwaukee Public Libraries** Milwaukee, WI  
Main Central Library Roofing Removal and Replacement  
Roofing Removal and Replacement to Seven Libraries

**Robert Morris College** Chicago, IL  
Satellite Campus and Library

**Rock Valley College** Rockford, IL  
Estelle M. Black Library Renovations

**The University of Chicago** Chicago, IL  
Regenstein Library Computer Lab Renovation

**Village of Clarendon Hills** Clarendon Hills IL  
Clarendon Hills Library

**Waukegan Public Library** Waukegan, IL  
Lower Level Utilization Study  
Lower Level Completion Study  
Roofing Removal and Replacement  
Miscellaneous Consulting  
Handicapped Accessibility Study
SELECT LPA PROJECT EXPERIENCE

Harper College Palatine, IL
David K. Hill Family Library Renovation
LEED-NC Silver registered (with Legat)

City of Davenport Davenport, IA
Davenport Public Library Master Plan
(with Legat)

Joliet Public Library Joliet, IL
A concept plan study exploring strategies for how the layout within the library’s two existing facilities could be optimized to support modern library services. As a result of that examination, the library has determined to embark on program planning for the re-imagination of the library’s 74,000-square-foot Ottawa Street Branch, the downtown, main library.
Reference: Megan Millen, Director
815-740-2660, mmillen@jolietlibrary.org

Gibson County Memorial Library Trenton, TN
A service and space needs assessment. The study identified recommended service goals to meet the future needs of the community. Based on those service goals, the library should plan to provide a building of 21,600 square feet and outline strategic planning issues associated with that finding - expansion options, site requirements, and more.
Reference: Lindsey Ingram, Director
731-855-1991
lindseyingram@gibsoncountylibrary.com

Fox River Valley Public Library District Dundee, IL
Service and space needs assessment study. Building program statement for a new main library of 82,000 square feet and new east side branch of 35,000 square feet.

Cleveland Park Branch, DC Public Library Washington DC
Building program and plan review for the 25,000-square-foot branch.

Frances Banta Waggoner Community Library DeWitt, IA
In 2016, a service and space needs assessment was performed defining the optimum scope of a proposed expansion of the library building. In 2018, LPA prepared a building program statement for the renovation of the existing building and its expansion to 18,400 square feet. LPA has continued to support this project with the review of architectural plans as the library board and other local advocates seek funding for the project.
Reference: Jillian Aschliman, Director
563-659-5523
jillianaschliman@dewitt.lib.ia.us

Irvin L. Young Memorial Library Whitewater, WI
In 2005, a service and space needs assessment study was completed that led to the development of a building program statement in 2007. Time passed as supporters sought funding for the project. Earlier this year, a new opportunity for a joint public-private development venture was raised with an expanded public library accommodation at its center. LPA updated the program describing the space needs in a 30,500-square-foot building.
Reference: Stacey Lunsford, Director
262-473-0530, slunsford@whitewater-wi.gov

Natrona County Library System Casper, WY
Update to 2008 needs assessment study.

Jefferson College Library Hillsboro, MO
Building program statement for a 32,000 square feet renovation to the library, learning center, and center for teaching and learning.

Pioneer Library System Norman, OK
Building program statement for a new main library of 75,000 square feet and new east branch of 13,000 square feet.
In addition to the prior listed projects, Legat Architects has led library projects at over 50 high schools, middle schools, and elementary schools.
DAVID K. HILL FAMILY LIBRARY RENOVATION
HARPER COLLEGE
Palatine, Illinois
LEED-NC Silver registered

This award-winning project includes complete renovation of a three-story library and renovations to a bookstore. The upgrades save energy and maintenance costs, improve functioning, and create a more inviting library with a wider array of services.

The complete gut and renovation moves up the library from the first and second floors to the second (active) and third (quiet) floors. The first floor showcases tutoring, writing, and (student) Success Services, all of which were tucked away and hard to access on the third floor. The Academy, geared toward faculty enrichment, moves from the first floor to the southeast corner of the third. This move encourages faculty to observe and interact with students before arriving at The Academy.

The project includes energy-efficient systems, as well as site improvements.

SIZE
110,500 SF

REFERENCE
Njambi Kamoche
Dean, Resources for Learning
847.925.6550
nkamoche@harpercollege.edu
The Davenport Public Library’s downtown branch, built in 1968, no longer meets the research and media needs of today’s patrons.

A feasibility study offers ideas to help the library evolve into an inviting community destination with all the amenities of a modern library.

The first floor, formerly dominated by bookshelves, transforms into an open community area with more places to sit. A welcoming and secure children’s area hosts a variety of educational activities. The teen space grows into a vibrant zone rich in technology, media, and space to socialize. Also, a proposed new coffee shop with a separate entrance displays the library through glass walls.

The second floor maintains the same purpose as a traditional library. However, shelves moved to the center and new furnishings near the wall bring patrons more natural light and views.

**PROJECT FEATURES**
- Children’s area
- Teen zone
- Coffee shop
- More seating areas
- Better outside views
- More natural light

**REFERENCE**
Amy Groskopf
Director
563.328.6850
agroskopf@davenportlibrary.com
A 60,000 SF renovation transforms a dark and outdated space into a campus destination for students to connect and learn.

The complete gut and reorganization includes the 1971 library, as well as supporting offices and classrooms. In addition to enhanced technology and A/V systems, the modernization also includes mechanical, electrical, and plumbing upgrades; toilet room upgrades; and new lighting, finishes, and furniture.

The design responds to the college’s goal of creating a much more open, connected feeling within the library:

- A glass-faced entry welcomes students and community.
- A light-filled commons next to the library connects the bordering classroom buildings. The commons offers a coffee bar and lounge seating, while curved glass displays the library.
- Study zones on both levels offer views of a “natural corridor” (i.e., trees and creek), as well as other campus buildings.
- Campus life spaces with soft seating promote collaboration, study, and spontaneous discussion.
- A floor-to-ceiling glass wall and a 20’ by 20’ skylight bring natural light to both levels.

Seating capacity: 330
Book capacity: 102,780 volumes

SIZE
60,000 SF

REFERENCE
Sam Overton
Retired
LIBRARY RENOVATION
MORAINE VALLEY COMMUNITY COLLEGE
Palos Hills, Illinois

A facelift extends MVCC library’s reputation as an active learning space by stepping up the café-like atmosphere with everything from natural light and bright colors to device-friendly technology and lively furniture.

The project transforms underused computer classrooms into 11 light-filled, technology-driven group study spaces. It also includes a multipurpose space and media lab focused on flexibility and collaboration, as well as cosmetic updates throughout the library.

SIZE
7,600 SF

PROGRAM HIGHLIGHTS
• In group study rooms, wall-mounted displays automatically connect when students plug their devices into tables with embedded connections.
• The multipurpose space plays several roles: gathering place with big furnishings, lecture space with smaller chairs, and an open event space.
• The largest new space is a media lab, where students can edit videos or work with other audio-visual media.

REFERENCE
Terra Jacobson
Dean, Learning Resource Center
708.974.5467
jacobsont6@morainevalley.edu
A face-lift renews a library and computer labs that have not seen a major change for over 25 years. Spaces that were once hidden and dark now welcome students with vibrant colors, open views, easy navigation, and inviting furnishings.

**PROGRAM COMPONENTS**
- New entry sign
- “The Core”: media access, study tables, gathering space
- Lounge space
- Study nooks
- Offices
- Five computer rooms
- Three active learning rooms

**SIZE**
- Library: 11,200 SF
- Labs: 9,100 SF
- Corridor: 3,300 SF

**REFERENCE**
Deborah Bordelon
Provost and Vice President of Academic Affairs
708.537.4980
dbordelon@govst.edu

“With the help of Legat, we achieved a comfortable, functional, beautiful space. They really listened to us and provided us with a space that works for our students, faculty, and staff.”
- Dr. Elaine P. Maimon, President of Governors State University
As part of a $220 million campus-wide master plan, the three-story Campus Center serves as the new front door to Joliet Junior College’s main campus. The 115,000 sf facility consolidates student services and the library in one location.

The first floor includes an Enrollment Center (admissions, financial aid, registration), a Student Success Center (counseling, tutoring, career services), a 380-seat cafeteria with outdoor 34-seat dining area, a bookstore, and access to adjacent buildings. The library, located on the second floor, offers expanded workstations, eight group study rooms, and a café. Third floor administrative spaces include a board room, president’s suite, administrative offices, and a human resources office.

SIZE
115,000 SF

PROGRAM HIGHLIGHTS
• Library
• Enrollment Center
• Student Success Center
• Cafeteria with outdoor seating
• Bookstore
• Group study rooms
• Administrative spaces

SUSTAINABLE FEATURES
• Solar panels
• Ground-source geothermal heat pump system
• Green roofs
• Accessible natural areas

REFERENCE
Pat Van Duyne, Facilities Director
815.280.6696, pvanduyn@jjc.edu
The existing library had not been updated since it was built in the early 70s. The space was dark and cluttered, and technology was outdated. The 19,000-square-foot space was re-programmed and reorganized into a sleek, contemporary environment that is user-friendly and inviting.

The design promotes clear sightlines and a logical wayfinding system, while energizing the entire space. A perforated metal ceiling that begins in the lobby just outside the library sweeps up into the second story of the atrium. This feature identifies the entrance and visually connects the two levels of the library. The carpet pattern below forms a shadow beneath this ceiling, drawing the patron into the space.

**SIZE**
19,000 SF

**REFERENCE**
Keith McLaughlin, Ph.D.
Provost
708.656.8000 x2277
Keith.McLaughlin@morton.edu
E. STATEMENT OF ASSURANCE
Legat Architects is not in violation of any regulatory rules, regulations or involved in any litigation that would have any impact on our firm’s operations.

F. OTHER INFORMATION

ARCHITECTURE
- Facility Planning
- Architectural Design
- Renovation / Remodeling
- Code / Life Safety Surveys
- Construction Documents
- Construction Administration
- Consultant Coordination
- Post Occupancy Services
- Programming

INTERIOR DESIGN
- Space Planning
- Interior Architectural Design
- Furniture, Finishes & Equipment
- Specifications
- Art Selection
- Graphic Design
- Construction Documents
- Move Coordination
- Construction Administration
- Post Occupancy Services
- Interior Standards

BUILDING ENVELOPE SERVICES
- Building Envelope Analysis & Assessment
- Moisture Intrusion Investigation
- Energy Analysis
- Code Compliance
- Remedial Design
- Bidding
- Construction Administration
- Quality Assurance Inspections / Observations
- Roof Asset Management Programs

LABORATORY DESIGN
- Lab Design Standards
- Teaching Lab Design
- Research Lab Design
- Sustainable Lab Design

COMMUNITY RELATIONS
- Client Surveys
- Fundraising Assistance
- Media Presentations
- Graphics / Brochures
- Public Relations

PROJECT MANAGEMENT
- Cost Estimating
- Scheduling
- Life Cycle Costing
- Value Engineering
- Project Delivery Strategy
- Construction Management

MASTER PLANNING
- Facility Needs Studies
- Site Selection / Analysis
- Feasibility Studies
- Campus Planning
- Space Utilization Studies

SUSTAINABILITY & ENERGY
- Facility Assessment Studies
- LEED Certification
- Green Building Standards
- Green Campus Plans
- Grant Writing
- Grant Research
- Climate Action Plans
- WELL
CONTENTS

1. SCOPE OF SERVICES, COMPLETION

2. RESUMES

3. FACILITIES – OFFICE LOCATIONS

4. CONFLICT OF INTEREST

5. FEES

6. SIGNATURE

7. CONTRACTS
The Legat team will be staffed from our Chicago, Illinois office.
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1. SCOPE OF SERVICES, COMPLETION
2. RESUMES
3. FACILITIES – OFFICE LOCATIONS
4. CONFLICT OF INTEREST
5. FEES
6. SIGNATURE
7. CONTRACTS
4. CONFLICT OF INTEREST

We have no known conflicts of interest that the firm may have in performing the requested services for the library.
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1. SCOPE OF SERVICES, COMPLETION
2. RESUMES
3. FACILITIES – OFFICE LOCATIONS
4. CONFLICT OF INTEREST
5. FEES
6. SIGNATURE
7. CONTRACTS
5. FEES

Legat Architects proposes the following compensation for the scope of services described in Tasks 1-20 herein:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGAT ARCHITECTS</td>
<td>$22,400</td>
</tr>
<tr>
<td>LIBRARY PLANNING ASSOCIATES</td>
<td>$13,440</td>
</tr>
<tr>
<td>RENDERING CONSULTANT</td>
<td>$2,000</td>
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<tr>
<td>PRINTING</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>TOTAL COMPENSATION</strong></td>
<td><strong>$38,840</strong></td>
</tr>
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</table>

No travel expenses are being included in this base proposal. Legat Architects will absorb these costs.

Once the voters have passed the referendum, if Legat Architects is selected to provide final programming and design services for the new building, we will provide a credit to the library of $11,200 toward our fee for the schematic design phase of our basic services. This credit recognizes that a portion of the services included in our fee of $38,840 for this pre-referendum assignment have value and will allow us to hit the ground running as we begin final design services.

**ADDITIONAL SERVICES** *(not included in Tasks 1-20)*

**Additional Renderings**
One exterior building rendering and two interior space renderings are included in our overall fee for Task 18 above. However, if additional renderings are desired by the library, we propose a fee of $700 per professional colored rendering view.

**Additional Design Option Development**
As described above in Task 11, two to three design options will be explored by the group as part of the collaborative design session. However, only one option selected by the group will be further developed in Tasks 12-18 and included in our overall fee. If additional design options are desired by the library to be further developed, we propose a fee of $12,420 per option to complete Tasks 12-18.

**Additional Full-Day Meetings**
In addition to the meetings included in our overall fee for Tasks 1-20 above, other full-day meetings or workshops may be desired by the library to meet with the library board, community groups, or other stakeholders. If such meetings are desired, we will propose a fee for same using our proposed billable rates and associated expenses.

See the following two pages for addition detail about the above compensation and estimated hours.
## Discipline Labor Estimate - Summary

**OWNER**
Chesterfield Township Library  
**PROJECT TITLE**
RFP - New Community Library Program  
**DESCRIPTION**
Proposal for Pre-Referendum Design Services

#### Direct Costs

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
<th>Cost</th>
<th>Avg./Hr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Design (Legat Architects)</td>
<td>223</td>
<td>$22,400</td>
<td>$100.45</td>
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<tr>
<td>Schematic Design</td>
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<td>Design Development</td>
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<td>Construction Documents</td>
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<tr>
<td>Bidding &amp; Negotiation</td>
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<td>-</td>
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<tr>
<td>Contract Administration</td>
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<td>-</td>
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<tr>
<td>Other Services</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Direct Expense Allowance</td>
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</table>

**Sub-Total**
223 $22,400

#### Consulting Services

<table>
<thead>
<tr>
<th>Consultant Name (Service)</th>
<th>Fee</th>
<th>Multiplier</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Pre-Programming (Library Planning Associates)</td>
<td>$13,440</td>
<td>1.0</td>
<td>1 exterior + 2 interior renderings</td>
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<tr>
<td>Rendering Consultant</td>
<td>$2,000</td>
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<td>Printing</td>
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<td></td>
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**Sub-Total**
$16,440

#### Hourly Rates 2019

<table>
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<tr>
<td>Principal</td>
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<tr>
<td>Cost Estimator</td>
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<tr>
<td>Lead Design Architect</td>
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<td>Lead Interior Designer</td>
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<td>Programmer</td>
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<tr>
<td>Interior Designer</td>
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<tr>
<td>Project Designer</td>
<td>$81.00</td>
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</table>

**Total**
$38,840
# Discipline Labor Estimate - Pre-Design

**OWNER**
Chesterfield Township Library

**PROJECT TITLE**
RFP - New Community Library Program

**DESCRIPTION**
Proposal for Pre-Referendum Design Services

<table>
<thead>
<tr>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Programming</td>
</tr>
<tr>
<td>1. Data Review</td>
</tr>
<tr>
<td>2. Annual Report Review</td>
</tr>
<tr>
<td>3. Peer Comparative Analysis</td>
</tr>
<tr>
<td>4. National Library Trends</td>
</tr>
<tr>
<td>5. Kickoff Meeting, Existing Building Tour and New Site Survey</td>
</tr>
<tr>
<td>7. Develop Departmental Space Allocation Model</td>
</tr>
<tr>
<td>Pre-Design</td>
</tr>
<tr>
<td>9. Site Analysis</td>
</tr>
<tr>
<td>10. Space Allocation Model Analysis</td>
</tr>
<tr>
<td>11. Collaborative Design Meeting with Library</td>
</tr>
<tr>
<td>12. Site Plan Design</td>
</tr>
<tr>
<td>13. Floor Plan and Building Design</td>
</tr>
<tr>
<td>14. Cost Estimate</td>
</tr>
<tr>
<td>15. Internal Progress Review</td>
</tr>
<tr>
<td>16. Progress Review with Library</td>
</tr>
<tr>
<td>17. Design Revisions</td>
</tr>
<tr>
<td>18. Renderings</td>
</tr>
<tr>
<td>Documentation and Presentation</td>
</tr>
<tr>
<td>19. Final Documentation</td>
</tr>
<tr>
<td>20. Final Presentation with Library</td>
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<table>
<thead>
<tr>
<th>LEGAL LABOR</th>
<th>LPA LABOR</th>
<th>TOTAL LABOR</th>
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<tr>
<td>P*</td>
<td>LDA*</td>
<td>CE*</td>
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</table>

**BASE SALARY RATE** (From Summary Sheet)

<table>
<thead>
<tr>
<th>TOTAL DOLLARS (Legal only - see Summary for LPA dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$666</td>
</tr>
</tbody>
</table>

* P | Principal, LDA | Lead Design Architect, CE | Cost Estimator, LID | Lead Interior Design, ID | Interior Design, PD | Project Designer, PG | Programmer
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1. SCOPE OF SERVICES, COMPLETION
2. RESUMES
3. FACILITIES – OFFICE LOCATIONS
4. CONFLICT OF INTEREST
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6. SIGNATURE
7. CONTRACTS
March 29, 2019

Jeffrey Sronkoski
Chairman, Principal
O 312.756.1244
M 312.505.3358
jsronkoski@legat.com
CONTENTS

1. SCOPE OF SERVICES, COMPLETION
2. RESUMES
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4. CONFLICT OF INTEREST
5. FEES
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7. CONTRACTS
7. CONTRACTS

The following sample draft agreement AIA Document B101 – 2017 is proposed to be used for the New Community Library Program project. The agreement is extensive and covers a wide range of services, much more than will be needed for this pre-referendum assignment. If we are selected, the agreement will need to be edited to include the scope of services and schedule for the Pre-Programming Phase and the Pre-Design Phase described in this proposal. For now, we have included edits that only describe the client, architect, project, and fees for service.

This agreement also describes the basic services that will required for final design of the building after the referendum has been approved by the voters. Should Legat Architects be selected for these final design services, we would propose using this same document that includes these basic services.
AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« Chesterfield Township Library » «  »
« 50560 Patricia Ave »
« Chesterfield, MI 48051 »
« »

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

« Legat Architects » «  »
« 651 W. Washington Boulevard 
Suite 1 
Chicago, IL 60661 »
« Telephone Number: 312-258-1555 »
« »

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

« New Community Library Program »
« 21 Mile Road and Sugar Bush Road »
« Chesterfield Township, Michigan »

The Owner and Architect agree as follows.
ARTICLE 1  INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)

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

§ 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.)

§ 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.)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:
.1 Design phase milestone dates, if any:
.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

§ 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.)

§ 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.)

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

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

.1 Geotechnical Engineer:
Civil Engineer:

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

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

§ 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:

§ 1.1.11.2 Consultants retained under Supplemental Services:
§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 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 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.

§ 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.

§ 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 $ (§ ) for each occurrence and $ (§ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, 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.

§ 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.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits not less than \( \$ \) each accident, \( \$ \) each employee, and \( \$ \) 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.

§ 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. 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 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, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 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, 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 approval.

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

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

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

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

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

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

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

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

§ 3.5 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, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site 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. 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 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 and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

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

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:
1. conduct 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 Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed 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.)

<table>
<thead>
<tr>
<th>Supplemental Services</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1.1 Programming</td>
<td>(Architect, Owner, or not provided)</td>
</tr>
</tbody>
</table>

User Notes:

(1634026084)
## Supplemental Services

### § 4.1.1.2 Multiple preliminary designs

### § 4.1.1.3 Measured drawings

### § 4.1.1.4 Existing facilities surveys

### § 4.1.1.5 Site evaluation and planning

### § 4.1.1.6 Building Information Model management responsibilities

### § 4.1.1.7 Development of Building Information Models for post construction use

### § 4.1.1.8 Civil engineering

### § 4.1.1.9 Landscape design

### § 4.1.1.10 Architectural interior design

### § 4.1.1.11 Value analysis

### § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3

### § 4.1.1.13 On-site project representation

### § 4.1.1.14 Conformed documents for construction

### § 4.1.1.15 As-designed record drawings

### § 4.1.1.16 As-constructed record drawings

### § 4.1.1.17 Post-occupancy evaluation

### § 4.1.1.18 Facility support services

### § 4.1.1.19 Tenant-related services

### § 4.1.1.20 Architect’s coordination of the Owner’s consultants

### § 4.1.1.21 Telecommunications/data design

### § 4.1.1.22 Security evaluation and planning

### § 4.1.1.23 Commissioning

### § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3

### § 4.1.1.25 Fast-track design services

### § 4.1.1.26 Multiple bid packages

### § 4.1.1.27 Historic preservation

### § 4.1.1.28 Furniture, furnishings, and equipment design

### § 4.1.1.29 Other services provided by specialty Consultants

### § 4.1.1.30 Other Supplemental Services

### § 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.)
§ 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.)

§ 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 without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of 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 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 visits to the site by the Architect during construction
.3 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 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, 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, encroachments, 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 invert 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 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.

§ 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 as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 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.
Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

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

ARTICLE 8  CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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, 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

[ ] 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

§ 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, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension 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 for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

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

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

§ 9.6 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:

   « »

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

   « »

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

§ 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.

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 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 $38,840.00
(Insert amount)

«After the referendum passes, should Legat Architects be selected for the final Design Basic Services, $11,200.00 will be credited for services in the Schematic Design Phase as described on page 7 of this Draft Agreement.»

.2 Percentage Basis
(Insert percentage value)

« » (« ») % 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)

« »

§ 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.)

« »

§ 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.)

«Additional Renderings: $700.00 per view. Additional Design Option Development: $12,420.00 per option. Additional Full Day Meetings: To be negotiated based on billable rates, personnel and expenses.»

§ 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 « » percent (« »%), 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:

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<tr>
<th>Phase</th>
<th>percent (%)</th>
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<tr>
<td>Schematic Design Phase</td>
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<td>Design Development Phase</td>
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<tr>
<td>Construction Documents Phase</td>
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<td>Procurement Phase</td>
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<td>Construction Phase</td>
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<tr>
<td>Total Basic Compensation</td>
<td>one hundred percent (100%)</td>
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§ 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.)

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<tr>
<th>Employee or Category</th>
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§ 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.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus « » percent (« » %) 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.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of $\Box$ 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 $\Box$ 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. Amounts unpaid $\Box$ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

$\Box$ % $\Box$

§ 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.)

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:
(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.)

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

OWNER (Signature)
(Printed name and title)

ARCHITECT (Signature)
(Chairman / Principal)
(Printed name, title, and license number, if required)
THE RIGHT TEAM
A SOLID FOUNDATION
VALUE IN RELATIONSHIPS