



**Monday, March 5, 2018
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of February 20, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. City Manager's Budget Update
2. Public Hearing on the Annual Appropriation Ordinance for Fiscal Year 2018
3. Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2018 and Ending December 31, 2018, Including All Outstanding Claims and Fixing a Time When the Same Shall Take Effect
4. Resolution Authorizing an Agreement with the Agricultural Watershed Institute
5. Resolution Authorizing City Manager to Execute Agreement with Dewberry Architects, Inc. for Architectural and Engineering Services to Design a New Fire Station No. 5

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session Under Section 2 Open Meetings (c) (1) Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body and (c) (2) Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberation Concerning Salary Schedules for One or More Classes of

Employees

VIII.Adjournment

CITY COUNCIL MINUTES
Tuesday, February 20, 2018

On Tuesday, February 20, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmembers Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Patrick McDaniel. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

Mayor Julie Moore Wolfe called for Appearance of Citizens:

Tony Wilkins and Wole Adeoye, both representing the Decatur Metro Black Chamber of Commerce stated that the Minority Business Enterprise Ordinance is not being interpreted and enforced as intended.

The minutes of the February 5, 2018, Council meeting were presented. Councilman Patrick McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmembers Lisa Gregory, David Horn, Chuck Kuhle, Patrick McDaniel, Dana Ray, Bill Faber, and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Julie Moore Wolfe called for New Business.

Mayor Julie Moore Wolfe announced An Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2018 and Ending December 31, 2018, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect was pulled from the Agenda.

R2018-18 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order for Furnishing Ammunition to the Decatur Police Department, was presented. Councilman Patrick McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Horn asked if there were any wholesalers in Decatur or Macon County that would have been in a position to bid.

City Manager Tim Gleason responded that there are no wholesalers in Decatur or Macon County that he is aware of.

Upon call of the roll, Councilmembers Lisa Gregory, David Horn, Chuck Kuhle, Patrick McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-19 Resolution Authorizing Real Estate Lease Agreement for Property Located in the 200-500 Block of East Central Avenue in Wabash Crossing Redevelopment Area, was presented. Councilman Patrick McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Councilmembers Lisa Gregory, David Horn, Chuck Kuhle, Patrick McDaniel, Bill Faber and Mayor Julie Moore Wolfe voted aye with Councilwoman Dana Ray abstaining from the vote. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2018-03 Ordinance Amending PD Planned Development District 1800 East Lake Shore Drive St. Mary's Hospital, was presented. Councilman Patrick McDaniel moved the Ordinance do pass; seconded by Councilwoman Gregory.

Upon call of the roll, Councilmembers Lisa Gregory, David Horn, Chuck Kuhle, Patrick McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2018-04 Ordinance Rezoning Property from R-3 Single Family Residence District to B-1 Neighborhood Shopping District 2152 East Prairie Street, was presented. Councilman Patrick McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmembers Lisa Gregory, David Horn, Chuck Kuhle, Patrick McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from the Consent Calendar. Council did not request to have any items removed. The Clerk read Items A. B. and C:

- A. Receiving and Filing of Minutes Boards and Commissions
- B. 2018-05 Ordinance Authorizing the Installation of Stop Signs at the Intersection of West Olive Street and North College Street Facing North College Street
- C. 2018-06 Ordinance Authorizing the Installation of Stops Signs at the Intersection of East Redlich Drive and South Burgener Drive Facing South Burgener Drive

Councilwoman Dana Ray moved Items A through C be approved by Omnibus Vote; seconded by Councilman Patrick McDaniel, and on call of the roll, Lisa Gregory, David Horn, Chuck Kuhle, Patrick McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business.

Councilman Patrick McDaniel complimented NWRAPS for planning the revitalization of their neighborhood and he hoped other neighborhood organizations were meeting and planning as well.

Councilman Kuhle thanked citizens for emailing him in support of various programs in Decatur as the City goes through budget challenges and encouraged citizens to email council members with their thoughts as to where the City might find potential savings in the budget. Councilman Kuhle inquired about the City's process with fixing potholes.

Matt Newell explained the process of fixing potholes and stated that the City has as many crews out as possible fixing potholes. Mr. Newell stated that residents can either call the Public Works Department, Municipal Services Division or go onto the City's website to report a pothole.

City Manager Tim Gleason announced that the City is hosting the fifth Community Revitalization meeting at Macarthur High School on Wednesday, February 21st from 5:30pm-7:00pm and the City is hosting its second Minority Business Enterprise Forum at the Decatur Club on Wednesday, March 7th from 1:30pm-3:30pm.

Councilman Bill Faber made a plea to Bill Clevenger to re-open the Scovill Golf Course.

Councilman Horn asked if the City had discussed whether the MBE ordinance could apply to professional services agreements, City Manager Gleason responded that he did not believe so.

Councilwoman Lisa Gregory commented on the bad condition of the clover leaf exchanges near the Decatur Conference Center and Hotel and asked that the City's lobbyist be contacted to see what can be done.

Mayor Julie Moore Wolfe called for Recess to Study Session for the Treasurer's Financial Report. Councilwoman Dana Ray motioned to Recess to Study Session; seconded by Councilman Patrick McDaniel.

Finance Director Gregg Zientara provided the monthly Treasurer's report and answered Council's questions regarding the City's budget.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray. All were in favor by voicing no objections. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:25 p.m.

Approved _____
Kim Althoff
Deputy City Clerk

Financial Management

DATE: 2/9/2018

MEMO: Letter to the Decatur City Council Financial Management Department Letter
#2018 - 03

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2018 and Ending December 31, 2018, Including All Outstanding Claims and Fixing a Time When the Same Shall Take Effect

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance, which provides appropriation approval for the City of Decatur to spend monies providing necessary and required services to the citizens, taxpayers and stakeholders of the City of Decatur.

BACKGROUND:

The Ordinance attached herewith includes spending authorization for the 2018 fiscal year budget previously adopted and approved by the City Council with Council passage of Resolution No. 2017-142 dated December 4, 2017, and includes additional spending appropriations required to deliver services not included in the 2018 fiscal year budget.

A notice of Public Hearing was published in the Herald & Review on February 21, 2018, announcing a public hearing on the appropriation ordinance to be conducted on March 5, 2018 at 5:30pm in the City Council Chambers.

New appropriations and changes included as follows:

Fund	Fund Name	Revenue \$	Expense \$	Comment
21	Wabash TIF		1,500	Taxing district payment
24	Southside TIF		2,550	Developer payment
84	Community		1,000,000	Grant donation

	Revitalization			
	Total	0	1,004,050	

Developer and Taxing District payments are higher in Wabash TIF Fund 21 and Southside TIF Fund 24 than estimated in the budget. The Community Revitalization Fund 84 received a grant from Howard Buffet Foundation that cannot be spent without appropriation approval.

POTENTIAL OBJECTIONS: There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES: No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg Zientara, City Treasurer and Director of Finance

BUDGET/TIME IMPLICATIONS:

The City of Decatur, as an Appropriation Municipality, as determined by prior action of the City Council, follows State of Illinois statutory requirements which define the actions required by the City Council to establish the legal authority for the City to expend monies in the fiscal year. Such statutory requirements include the approval and adoption of the annual appropriation ordinance before the end of the 1st Quarter of the fiscal year.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Appropriation Schedule	Backup Material

ORDINANCE NO. 2018-

AN ORDINANCE APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES OF SEVERAL DEPARTMENTS AND FUNDS OF THE CITY OF DECATUR, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT

WHEREAS, It is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of several departments and funds of the City of Decatur, Illinois for fiscal year beginning January 1, 2018 and ending December 31, 2018.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS, AS FOLLOWS:

SECTION 1. For the expenses of the City Government, its various departments and funds for the fiscal year ending December 31, 2018, the following sums of money, as set forth in the attached schedule which is made a part hereof, are hereby appropriated and ordered set apart out of the funds hereinafter named, and for the purposes hereinafter specified, subject to the laws governing the same. The sums herein appropriated shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by the laws.

SECTION 2. For the fiscal year ending December 31, 2018, the above appropriations are made within the following Funds of the City:

- (10) General Fund
- (12) Economic Development Fund
- (17) HOME Fund
- (18) Community Development Block Grant (CDBG) Fund
- (19) Olde Towne TIF Fund
- (20) Southeast Plaza TIF Fund
- (21) Wabash Crossing TIF Fund
- (22) DUATS Fund
- (23) Eastgate TIF Fund
- (24) Southside TIF Fund
- (25) Drug Enforcement Fund
- (26) DUI Fines and Fees Fund
- (27) Police Lab & Programs Fund
- (28) Pines TIF Fund
- (29) Grand & Oakland TIF Fund
- (32) Fire Grant Fund
- (33) Police Capital Fund
- (34) Building Fund
- (35) Library Fund
- (36) Municipal Band Fund
- (40) PEG Capital Fund
- (42) Local Streets and Roads
- (45) Capital Project Fund
- (46) Motor Fuel Tax Fund
- (47) Major Moves Fund
- (49) Fire Capital Fund
- (50) Debt Fund
- (58) Library Capital Fund

- (59) Library Trust Fund
- (60) Fleet Maintenance Fund
- (61) Equipment Replacement Fund
- (64) Risk Management Fund
- (65) Employee Benefit Fund
- (70) Mass Transit Fund
- (77) Fiber Optics Fund
- (78) Storm Water Fund
- (79) Sewer Fund
- (80) Water Operations Fund
- (81) Water Capital Fund
- (82) DCDF Fund
- (83) Neighborhood Improvement Fund
- (84) Community Revitalization Fund
- (88) Recycling Fund
- (89) Water Bond Construction Fund
- (90) Fire Pension Fund
- (91) Police Pension Fund

SECTION 3. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 5th day of March, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



City of Decatur, Illinois

2018 Fiscal Year Annual Appropriation

Fund	Fund Name	2018 Budget Council Adopted Expense	2018 New Appropriations	2018 Total Appropriation
10	General Fund	67,995,000		67,995,000
	Other Funds			
12	Economic Development Development	553,500		553,500
17	HOME	840,899		840,899
18	CDBG	1,896,919		1,896,919
19	TIF Old Towne	1,143,590		1,143,590
20	TIF Southeast Plaza	550,000		550,000
21	TIF Wabash Crossing	266,760	1,500	268,260
22	DUATS	260,000		260,000
23	TIF Eastgate	320,000		320,000
24	TIF South Side	8,100	2,550	10,650
25	Police Drug Enforcement	414,776		414,776
26	Police DUI Fines & Fees	132,500		132,500
27	Police Lab & Programs	34,700		34,700
28	TIF Pines Shopping	105,000		105,000
29	TIF Grand & Oakland	190,000		190,000
32	Fire Grants	100,000		100,000
33	Police Capital Fund	303,151		303,151
34	Building Fund	478,912		478,912
35	City of Decatur Library	3,573,350		3,573,350
36	Municipal Band	93,077		93,077
39	Police Justice Admin Grant	-		-
40	PEG Capital	305,154		305,154
42	Local Roads & Streets	4,216,429		4,216,429
43	2010 Bond Project	-		-
45	Capital Project	28,450		28,450
46	Motor Fuel Tax	2,999,100		2,999,100
47	Major Moves	2,610,000		2,610,000
49	Fire Capital	1,696,047		1,696,047
50	Debt Service	1,125,491		1,125,491
58	Library Capital	375,000		375,000
59	Library Trust	121,528		121,528
60	Fleet Maintenance	2,449,864		2,449,864
61	Equipment Replacement	214,400		214,400
64	Risk Management	2,942,740		2,942,740
65	Employee Benefit	10,532,278		10,532,278
70	Mass Transit Operations	8,236,980		8,236,980
77	Fiber Optics	232,100		232,100
78	Storm Water	4,716,691		4,716,691
79	Sewer	14,292,072		14,292,072
80	Water Operating	29,990,011		29,990,011
81	Water Capital	5,762,000		5,762,000
82	DCDF	135,600		135,600
83	Neighborhood Improvements	20,378		20,378
84	Community Revitalization	300,000	1,000,000	1,300,000
85	Grants	-		-
88	Recycling	661,495		661,495
89	Water Bond Construction	20,295,000		20,295,000
90	Firefighters Pension	8,413,192		8,413,192
91	Police Pension	8,352,740		8,352,740
	Total Other Funds	142,289,974	1,004,050	143,294,024
	Total of All Funds	210,284,974	1,004,050	211,289,024

Office of the City Treasurer
February 21, 2018

Public Works

DATE: 2/26/2018

MEMO: 2018-07

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT:

The Agricultural Watershed Institute
Lake Decatur Watershed Conservation Services Agreement

SUMMARY RECOMMENDATION:

City Council adopt the attached Resolution authorizing an agreement with The Agricultural Watershed Institute (AWI) for Lake Decatur watershed conservation services at a cost not to exceed \$62,500.

BACKGROUND:

Since 2006, the City has funded Lake Decatur watershed conservation services with AWI. The previous agreement provided up to \$62,500 annually for 2016 and 2017. The proposed agreement is for the same level of funding for 2018. The agreement is a cost reimbursable arrangement with monthly invoicing that is also successfully used by the City in similar agreements with the Macon County Soil & Water Conservation District.

The attached proposed agreement describes the services that AWI will provide to the City. They are the same as the previous agreement, and include:

- Sediment and nutrient best management practices
- Water resources planning and management
- Perennial crops grown for agricultural crops and conservation benefits
- Shared learning program including the annual Sangamon Watershed Celebration
- Technical assistance with other watershed activities upon request

These agreements have been extremely successful and enhance other funding that AWI has been awarded over the past twelve years for watershed conservation planning and to promote

and construct best management practice (BMP) water quality improvements in the Lake Decatur watershed.

PRIOR COUNCIL ACTION:

On February 1, 2016, the City Council authorized the previous agreement with AWI.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747 Keith Alexander, Water Production Manager, 424-2863

BUDGET/TIME IMPLICATIONS:

This expenditure is annually included in the Lake Services operating budget.

COPY: Stephen John, AWI Executive Director

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. 2018-_____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
THE AGRICULTURAL WATERSHED INSTITUTE
LAKE DECATUR WATERSHED CONSERVATION SERVICES**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Agreement for Lake Decatur Watershed Conservation Services, presented to the Council herewith between the City of Decatur and The Agricultural Watershed Institute be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and The Agricultural Watershed Institute for a cost not to exceed \$62,500.

PRESENTED AND ADOPTED this 5th day of March, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

AGREEMENT

WHEREAS, the City of Decatur, Illinois (City) desires to cooperate with The Agricultural Watershed Institute (AWI), to encourage, promote and establish good soil and water conservation practices in the Lake Decatur Watershed area in order to keep the soil on the land and reduce fertilizer, herbicide and pesticide runoff into Lake Decatur.

NOW, THEREFORE, IT IS AGREED by and between the AWI and the City as follows:

The term of this Agreement is for twelve (12) months, commencing January 1, 2018 and ending December 31, 2018.

1. If the City desires to continue these conservation efforts beyond the time period of this Agreement, the City and AWI will develop a proposed work program. The AWI will then submit a budget for this work program to the City for initial review no later than September 30th of the year preceding the termination of this Agreement.
2. The City will pay to the AWI up to \$62,500 annually during the duration of this Agreement for the following services:

A. Sediment and nutrient Best Management Practices (BMPs): AWI will identify and develop strategies for reducing sediment and nutrient loads in the Lake Decatur watershed. AWI staff will provide technical assistance to landowners, agricultural producers, and other stakeholders to implement BMPs. In consultation with the City and subject matter experts, AWI will continue to participate in research and outreach efforts for sediment and nutrient reduction. In particular, AWI will continue to work on strategies for nutrient and sediment reduction identified in the 2014 Total Maximum Daily Load (TMDL) implementation plans developed for the Big Creek/Long Creek and Big Ditch subwatersheds and approved by Illinois EPA. AWI will continue to collaborate with Macon County SWCD and other partners to implement the multi-year USDA Regional Conservation Partnership Program (RCPP) project. Specific innovative practices included in the RCPP project include bioreactors, drainage water management, and saturated buffers.

Prairie Strips are a new BMP developed by Iowa State University researchers. Converting 10% of a crop field to contour or edge-of-field strips of diverse perennial vegetation has been shown to reduce phosphorus and sediment lost through runoff by 90% and 95%, respectively. Prairie Strips have been gaining acceptance by Iowa farmers but have not yet been widely promoted in Illinois. During 2018, AWI will conduct outreach and education and will seek to recruit cooperating landowners to introduce this new practice in the Lake Decatur watershed. If there is sufficient interest by farmers and landowners, AWI will apply for grant funding from IEPA or other sources for on-farm demonstrations of contour or edge-of-field Prairie Strips.

B. Water resources planning and management: AWI will promote city-farm-industry dialogue and cooperation for water resource management, especially Lake

Decatur source water protection. AWI will participate in the Heart of The Sangamon River Ecosystem Partnership and Oakley Sediment Basin Maintenance Advisory Committee and special projects including river/lake clean-up days and the Sangamon River—Lincoln Heritage Water Trail. AWI staff will assist in implementing the 2010 Sustainable Decatur plan. AWI will continue to serve on the steering committee to explore formation of a statewide Environmental Utility. As requested, AWI will gather information and assist in public participation activities to identify ways to reduce cost, mitigate impacts, and increase benefits and public acceptance of alternatives for dredging, sediment reuse, and water supply enhancements. AWI will identify and evaluate innovative resource management concepts and alternatives, and potential funding sources for research, development, and implementation. AWI collaborated with University of Illinois scientists on the following successful research proposals and will be an active partner with the university in these watershed projects in 2018:

1. Intensively Managed Landscape Critical Zone Observatory: National Science Foundation-funded research on physical, chemical, and biological processes in the Upper Sangamon to provide data and analysis for watershed management;
2. Multifunctional Perennial Cropping Systems for small farmers in the Upper Sangamon Watershed: USDA-funded project to promote adoption of agro-forestry systems to produce food and biomass and improve water quality;
3. Advancing Food-Energy-Water System Resilience by Integrated Technology-Environment-Economics Modeling of Nutrient Cycling: new NSF-funded project involving the City, Sanitary District, farmers, and industry to identify and evaluate innovative scenarios to reduce nutrient loss and recover/reuse nutrients.

C. Perennial crops: Grasses, legumes, trees, and shrubs can be planted in targeted locations to provide both agricultural crops and conservation benefits. AWI currently has a pending application for an IEPA Section 319 grant for on-farm demonstration of harvested saturated hillslopes in the Lake Decatur Watershed. If that grant is approved, City funds may be used for the 40% match required for all 319 projects.

D. Shared Learning Program: The proposed City funding will be used to support AWI's seminars, workshops and other educational events including an annual Sangamon Watershed Celebration. These events bring together researchers; government policy makers and program managers; agricultural producers, managers and landowners; environmental professionals and advocates; and other watershed stakeholders. Program objectives are (1) to explore ideas for economically and environmentally sound resource management and (2) to foster improved mutual understanding and cooperation among urban and rural watershed stakeholders.

E. The AWI will, when requests are submitted in a timely manner, provide to the City technical assistance, research, review, recommendations and public support for Lake Decatur watershed activities, including but not limited to watershed management planning and plans, nonpoint source pollution control, Heart of the Sangamon Ecosystem Partnership, Macon County Soil & Water Conservation District, public and private grants, City owned agricultural land, Lake Decatur dredging, sediment reuse, and other City requests. The City recognizes that some of these services may require additional AWI Board approval.

3. AWI agrees to meet at least twice during the term of this agreement with City staff to review AWI research and educational activities and discuss future directions and City priorities.
4. The AWI shall prepare and submit to the City every three months a detailed invoice and activities report of the AWI's expenditures to perform the terms of this Agreement for the previous three months. The invoice and report will be submitted to the City no later than 15 business days after the end of each three month period. Upon approval of each invoice by the City, prompt payment will be made to the AWI. An annual report including a financial and activities summary will be submitted to the City no later than 20 business days after the end of each calendar year.
5. The AWI shall permit the City to examine its books and records upon reasonable notice and during customary business hours.
6. It is understood and agreed by the parties that City financial support to AWI may be leveraged by including it as match and indirect support on current and future grant-funded projects.
7. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois without reference to conflict of the laws principles. Neither of the parties may assign this Agreement without the prior written approval of the other party.
8. AWI shall maintain, during the term of this Agreement, the following insurance:
 - a) Workers' Compensation in accordance with statutory requirements
 - b) Employers' Liability

Each accident	\$ 500,000
Disease, policy limit	\$ 500,000
Disease, each employee	\$ 500,000
 - c) General Liability

Each occurrence (bodily injury and property damage)	\$1,000,000
General Aggregate	\$2,000,000
 - d) Excess or Umbrella Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

e) Automobile Liability	
Bodily Injury	
Each Person	\$ 500,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$ 250,000
[or] Combined Single Limit (Bodily Injury and Property Damage)	
Each Accident	\$1,000,000

The City of Decatur, Illinois, and its officers, employees and agents are to be listed on AWI's policies as additional insureds. The insurance company(ies) providing coverage shall have a rating by AM Best of at least A- and VI. AWI may purchase a combination of primary policies at lower limits with the remaining limits provided by an umbrella.

9. AWI shall indemnify, defend, save and hold harmless the City, its officers, employees, directors and agents, in both their individual and official capacities, from any and all liability, losses, attorneys' fees or other costs of defense, expenses, demands, claims, damages, proceedings or causes of actions of any kind or nature, including but not limited to those pertaining to any federal or state environmental statutes or regulations that the City may suffer, incur, sustain or become liable for due to any injury to, or death of, any person or damage to any real or personal property, in any way resulting from or arising out of AWI's performance of its duties and obligations under this Agreement.
10. It is expressly understood and agreed that AWI is and shall be an independent contractor in respect to its dealings with the City. The City is interested solely in the results and exercises no control over AWI in its performance of this Agreement.
11. AWI shall be responsible for and pay all federal, state and local taxes including, but not limited to, social security and unemployment compensation taxes applicable to its employees and its operation under this Agreement.
12. AWI agrees to and shall comply with any applicable federal, state, or local laws, rules and regulations.
13. AWI warrants that its services will be entirely consistent with the services described herein, and that it will stand behind its services.
14. Use of the City's name, logo or trademark in any way is expressly forbidden without the written consent of the City.
15. The City may use any final reports or findings, plans, designs, engineering work, or other work performed or prepared by AWI under this Agreement. Reuse of such reports or work results by the City for any purpose other than that for which such reports or work were originally prepared, or alteration of such reports or work results without written verification or adaptation by AWI for the specific purpose intended, shall be at the City's sole risk. Reports and documents produced by AWI will be in a format acceptable for the intended

use of the City.

16. All documents and records in the possession of the AWI, sub-consultants, sub-contractors and any other person employed by the AWI, sub-consultants, or sub-contractors to perform a governmental function on the City of Decatur's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The AWI shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.
17. This Agreement may be terminated without cause by either party subject to a 15 business day U.S. mail postage prepaid written notice and the right of the party being terminated to meet and discuss the termination with the other party before the termination takes place.

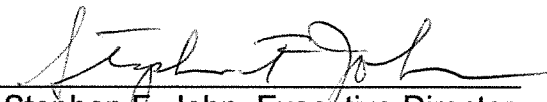
AWI contact is:
Executive Director
The Agricultural Watershed Institute
3342 N. President Howard Brown Blvd.
Decatur IL 62521

City contact is:
City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur IL 62523

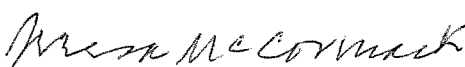
18. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. No other terms or conditions shall be binding upon AWI unless accepted by it in writing.

DATED this 27th day of February, 2018.

THE AGRICULTURAL WATERSHED INSTITUTE

By 
Stephen F. John, Executive Director

ATTEST:


Teresa McCormack, Secretary

THE CITY OF DECATUR, ILLINOIS

By _____
Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Fire Department

DATE: 2/27/2018

MEMO: 18-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Jeff Abbott, Chief of the Decatur Fire Department

SUBJECT:

Resolution authorizing a professional services agreement between Dewberry Architects, Inc. and the City of Decatur for Architectural and Engineering services to design a new Fire Station No. 5 at the site commonly known as 330 W. Mound Road.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor and City Clerk to execute the professional services agreement in the amount of \$302,919.00 between Dewberry Architects, Inc., and the City of Decatur for architectural and engineering services to design a new Fire Station No. 5.

BACKGROUND:

In 2015, the city hired Dewberry Architects, Inc. to assess the fire stations for their overall condition. Dewberry provided a report to the city in January of 2016 detailing the work that was needed at the seven (7) fire stations. The report indicated that stations 1,2,4 & 6 needed updates but were in good enough condition to continue using with their recommended updates. Stations 3, 5 & 7 needed to be replaced with new stations.

Site selection was completed for the new station 5 in 2017. The City Council approved the location and the purchase of the land. The fire department has consulted with Dewberry to design the model fire station concept for the three stations to be rebuilt.

POTENTIAL OBJECTIONS: There are no known objections to this resolution.

STAFF REFERENCE: Jeff Abbott, Fire Chief, Gregg D. Zientara, City Treasurer &

Director of Finance.

BUDGET/TIME IMPLICATIONS: Funding included in the 2018 budget.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Services Agreement with Dewberry Architects for Architectural and Engineering Services to Design a New Fire Station No. 5	Resolution Letter
Dewberry Project Management Contract fire facility initiative Arch & Engr station 5 AIAB101 01 30 2018 unexecuted	Exhibit
Dewberry Project Management Contract fire facility initiative Arch & Engr workscope station 5 Exhibit A 01 30 2018 unexecuted	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
DEWBERRY ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING
SERVICES TO DESIGN A NEW FIRE STATION NO. 5 AT THE SITE COMMONLY
KNOWN AS 330 W. MOUND ROAD**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Agreement authorizing the professional architectural and engineering services to design a new 8,400 square foot fire Station No. 5 at the site commonly known as 330 W. Mound Road, Decatur, IL presented to the Council herewith between the City of Decatur and Dewberry Architects Inc. be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Architectural and Engineering Services Agreement between the City of Decatur, Illinois and Dewberry Architects, Inc., for a fee not to exceed \$302,919.

PRESENTED and ADOPTED this ____ day of _____, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30th day of January in the year 2018
(In words, indicate day, month and year)

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

City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

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

Dewberry Architects Inc.
401 SW Water Street
Suite 701
Peoria, IL 61602

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

Architectural and engineering services to design a new 8,400 square foot Fire Station No. 5 at the site commonly known as 330 W Mound Road, Decatur, IL 62526

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Provide Architectural and Engineering design services for the an estimated 8,400 square foot new fire station to replace the existing fire station 5 facility. The new fire station 5 will be located at the site commonly known as 330 W Mound Road, Decatur, IL 62526. Architect shall use, incorporate and design the drawings and its services around and subject to the concept design prepared by Dewberry Architects Inc. dated October 3, 2017. Reference Exhibit A for summary of Scope of Work.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Estimated start of construction shall be June 2018, or as mutually agreed upon by the Owner and Architect

.2 Substantial Completion date:

Estimated date of Substantial Completion shall be April 2019, or as mutually agreed upon by the Owner and Architect.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

.1 General Liability

\$5,000,000 aggregate; \$1,000,000 per occurrence

.2 Automobile Liability

\$1,000,000 per occurrence

.3 Workers' Compensation

Statutory Limit

.4 Professional Liability

\$2,000,000 per claim/aggregate

.5 Employer's Liability

\$1,000,000 aggregate; \$1,000,000 per occurrence

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural, interior design, and civil, structural, mechanical, electrical, plumbing, technology, audio visual, and security engineering services. Services not set forth in Article 3 are Additional Services.

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

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

§ 3.1.3 A The Architect shall provide a schedule for the performance of the Architect's services as soon as practicable after the date of the Agreement. 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. 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 made without the Architect's approval.

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

§ 3.1.6 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 with Owner the program and other information furnished by the Owner (prepared by Architect under separate agreement), and shall review laws, codes, and regulations applicable to the Architect's services. (Program validation, adjustments to internal functions and space allowances, and final determination of the project square footage will be finalized within thirty (30) days of the Project Kick-Off Meeting.)

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's 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, electrical and plumbing systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 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 BIDDING OR NEGOTIATION 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 competitive bids; (2)

confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding () 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the state of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner 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 recommend to the Owner to require inspection or testing of the Work in accordance with the provisions

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of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

§ 3.6.3.3 The 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. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall review Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

(Paragraph Deleted)

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 Civil engineering	Architect	Exhibit A
§ 4.1.8 Landscape design	Architect	Exhibit A
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Exhibit A
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Not Provided	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Exhibit A
§ 4.1.21 Security Evaluation and Planning	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)	Not Provided	
§ 4.1.28 Geotechnical Engineering	Architect	Exhibit A
§ 4.1.29 Boundary and Topographic Survey	Architect	Exhibit A
§ 4.1.30 Cost Estimating	Architect	Exhibit A

(Table Deleted)

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

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .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 (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .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 (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner); or
- .6 Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner).

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

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .2 Weekly visits to the site by the Architect over the duration of the Project during construction
- . two (2) visits 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 (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)

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- .4 two (2) visits for any portion of the Work to determine final completion (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)

§ 4.3.4 If the services covered by this Agreement have not been completed within sixteen (16) 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. 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.

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

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

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

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

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

§ 5.7 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.

§ 5.8 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. The Owner shall provide

the Architect with a copy of any agreement between the Owner and the Owner's representative regarding the Project.

§ 5.9 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.

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

§ 5.11 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.

§ 5.12 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.

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 or, to the extent that the Project is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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 by more than 10%, 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, without additional compensation, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 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 by less than ten percent (10%), 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.

§ 6.9 If the Owner chooses to proceed under Section 6.8.2 or 6.8.4, the Architect, with additional compensation, 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 6.8.1. 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

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

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

§ 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. 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. 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. The nature of the conduct that causes the damage shall not vitiate this waiver.

§ 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

(Paragraph Deleted)

☒ [X] Litigation in a court
(Paragraphs Deleted)

located in (Macon County, Illinois). Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(Paragraph Deleted)

☐ [] Other (Specify)

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from 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. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such 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. The Owner shall include this provision in its contract with the Contractor.

§ 10.6 The Architect and Architect's consultants 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.

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

ARTICLE 11 COMPENSATION

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

(Paragraph Deleted)

A stipulated sum of Two Hundred Fifteen Thousand dollars (\$215,000.00)

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

Building Information Modeling = Included in Basic Services
 Civil Engineering = Twenty One Thousand Six Hundred dollars (\$21,600.00)
 Landscape Design = Seven Thousand Five Hundred dollars (\$7,500.00)
 Architectural Interior Design = Included in Basic Services
 Detailed Cost Estimating = Eleven Thousand Three Hundred Thirty dollars (\$11,330.00)
 Technology Services = Thirteen Thousand dollars (\$13,000.00)
 Geotechnical Engineering = Three Thousand Six Hundred dollars (\$3,600.00)
 Boundary and Topographic Survey = Three Thousand Eight Hundred Eighty Nine dollars (\$3,889.00)

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

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

§ 11.4 Compensation for 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 fifteen percent (15%), or as otherwise stated below:

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

Schematic Design Phase	percent (	5	%)
Design Development Phase	percent (	33	%)
Construction Documents Phase	percent (	27	%)
Bidding or Negotiation Phase	percent (	5	%)
Construction Phase	percent (	30	%)
Total Basic Compensation	one hundred percent (	100	%)

(Table Deleted)

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

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

See attached Architect's Standard Hourly Rates.

Employee or Category

Rate

(Table Deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15%) of the expenses incurred.

(Paragraph Deleted)

The allowance for Reimbursable Expenses shall be twenty seven thousand dollars (\$27,000.00).

If the reimbursable expenses allowance is exceeded, the Architect shall notify the Owner and set a revised allowance as mutually agreed upon.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) 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.)

The interest rate of one and one half percent (1.5%) simple interest per month shall be applied to all past due invoices. If Architect employs counsel or an agency to enforce this Agreement, Owner agrees to pay the attorneys' fees, costs, expenses and losses incurred by Architect prior to and through any trial, hearing, and/or subsequent proceeding, relating to such enforcement.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to the total fee paid to Architect only, not including consultants, for the Project. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

§12.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Architect from any liability for any loss or damage to any building, structure or tangible personal property notwithstanding that such loss, damage or liability may arise out of the act or omission of Architect, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

§ 12.5 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

12.6 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

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

Init.

12.7 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

12.7.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. Accordingly, if, as a result of any negligent acts, errors and omissions of which the Architect has legal responsibility, the Owner incurs an accumulation of excess costs over two percent (2%) of the actual project construction cost, the Architect shall bear the burden of such accumulation of excess costs over the 2%; provided said accumulation of excess costs shall not include any improvement costs or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent acts, errors and omissions of the Architect and (2) an estimate of what such costs would have been at the time of the signing of the construction contract. The Architect shall have no liability for any such excess costs which are less than two percent (2%) of the actual project construction costs.

12.7.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

12.8 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

12.8.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

12.8.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

12.8.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.8.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

12.8.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity

agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

12.9 INDEMNITY FOR DEVIATIONS

12.9.1 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

12.10 CREDIT AND PUBLICITY

12.10.1 Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

12.11 JOB SITE SAFETY

12.11.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

AIA Document E203™–2013, Digital Data Protocol Exhibit

- .2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, 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)

(Table Deleted)

ARCHITECT

Shay Cohen

(Signature)

TRAA/COKER, ASSOC PRINCIPAL

(Printed name and title)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:03:54 on 01/31/2018 under Order No. 4966021632 which expires on 04/11/2018, and is not for resale.

User Notes:

EXHIBIT A

SCOPE OF SERVICES

The Architect's Basic Services consist of those described in Article 3 of the AIA B101 – 2007 and include usual and customary architectural, interior design, structural, mechanical, electrical, plumbing, and fire protection engineering.

The architect's additional services included for Fire Station 5 consist of those described in Article 4 of the AIA B101 – 2007 and include usual and customary landscape design, civil engineering, technology, audio visual, and security engineering services, geotechnical engineering, boundary and topographic survey, and detailed cost estimating.

Dewberry proposes for the following tasks to complete Architect's Basic Services and addition services:

- Task 1: Boundary and Topographic survey
- Task 2: Geotechnical Engineering
- Task 3: Schematic Design
- Task 4: Design Development
- Task 5: Construction Documents
- Task 6: Bidding
- Task 7: Construction Administration
- Task 8: Civil Engineering
- Task 9: Landscape Design
- Task 10: Technology / Security / AV Design
- Task 11: Cost Estimating

Detailed Approach

The following summarizes Dewberry's approach to the Project by Task, including major milestones and pricing.

Task 1: *Boundary and Topographic survey (R.W. Lamb & Associates)*

Research Record Documents

Tasks include researching of all recorded documents affecting the property such as warranty deeds, plats of survey (private & government), monument records, adjoiner deeds and other documents of record located in the county recorder's office. Dewberry will provide property access letter if needed. Collect Benchmark data for USGS elevation and Illinois State Plane Coordinate data for NGS monuments. Research City of Decatur records for underground utilities. Locate all aboveground observable utilities in survey. Previous surveys by others will be used for this project.

Field Survey

- Search and locate existing and proposed property and section corners.
- Run field traverse to all existing and proposed property and section corners.
- Perform topographic survey of project site as per Dewberry survey requirements.
- Perform boundary survey as per "Illinois Minimum Standards for a Boundary Survey".

Office computations and final documents

- Close and adjust field traverse, compile all field data.
- Analyze existing property and section corner locations.
- Prepare Topographic Survey drawing. Provide both Microstation (.dgn) and AutoCAD (.dwg) drawings as per Dewberry survey requirements.

Assumptions: None.

Exclusions: Architect, Landscape Architect, Mechanical, Electrical, Plumbing, Technology/Security, and Civil Engineering

Deliverables:

- AutoCAD files
- Microstation files
- Pointfiles, field notes, pictures on CD.

Price: Reference Price and Payment

Schedule: Completed within 5 Weeks of the start of the project.

Task 2: Geotechnical Engineering (Ramsey Geotechnical Engineering)

Complete three (3) soil borings to a depth of 25 feet below the existing ground surface as close as practical to the limits of the planned new building. Two (2) borings will be drilled to a depth of 10 feet in future pavement areas. In addition, two (2) borings will be drilled to depths of 6 to 8 feet to allow for completion of percolation tests. A total of 109 lineal feet of drilling and sampling is proposed.

Soil samples will be obtained by split spoon methods. Sampling will be performed at 2½ foot intervals to a depth of 15 feet and will not exceed 5 foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling. The percolation tests will be completed in accordance with Illinois Department of Public Health procedures.

Utility clearance for the borings to be made will be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on site personnel. RGE will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for each bore hole by level survey methods.

Laboratory Testing

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. Other tests deemed to be necessary by RGE's Project Engineer may also be recommended for your approval.

Report of Data Obtained

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. The report will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for the structure and pavements
- Foundation type, capacity and depth (elevation)
- Protective measures required for frost action.
- Lateral earth pressures for below grade walls
- Seismic design criteria

Assumptions: None

Exclusions: Architect, Landscape Architect, Mechanical, Electrical, Plumbing, Technology/Security, and Civil Engineering

Deliverables: Electronic Files in PDF, TIFF, and/or JPG format

Price: Reference Price and Payment

Schedule: Completed within 4 weeks of the start of Task 3.

Task 3: Schematic Design

The Architect will perform the following during Schematic Design. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Create a proposed Design schedule that is mutually agreed upon by the Owner
- Coordination of the MEP/T, Landscape Architect, and Civil Engineering work
- Review concept fire station design with the Owner
- Coordination of detailed Cost Estimate

Assumptions: Assumed Concept Fire Station design is the starting document for the schematic design of Fire Station 5.

Exclusions: Furniture, Furnishings and Equipment (by owner), Re-Design of the concept fire station.

Deliverables: MEP/T, and Landscape schematic design narrative, Architectural plans, elevations and basic wall section and cost estimate

Price: Reference Price and Payment

Schedule: Completed within 4-5 weeks of the start of Task 3.

Task 4: Design Development

The Architect will perform the following during Design Development based on the Owner's approval of the Schematic Design Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Coordination of the MEP/T, Landscape Architect, and Civil Engineering work
- Further develop the elevations, wall sections, and floor plans.
- Start interior design and selection of finishes
- Engineers will develop equipment sizes and drawings based on a meeting with the Owner.
- Update the Cost Estimate

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Design Development Drawings and specifications MEP/T, Civil, Landscape, and Architectural plans, elevations, sections, details, and cost estimate

Price: Reference Price and Payment

Schedule: Completed within 4-5 weeks of the start of Task 4.

Task 5: Construction Documents

The Architect will perform the following during Construction Documents based on the Owner's approval of the Design Development Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Coordination of the MEP/T, Landscape Architect, and Civil Engineering work
- Complete the plans, elevations, sections and details
- Finalize interior design and selection of finishes
- ADA signage drawings completed.
- Write the notifications for bidding and proposal forms; review documents with the Owner
- Create specifications for bidding and permit review.

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Construction Document Drawings and specifications for MEP/T, Civil, Landscape, and Architectural plans, elevations, sections, and details. Drawings and specifications will be ready for Permit review and Bidding.

Price: Reference Price and Payment

Schedule: Completed within 4-5 weeks of the start of Task 5.

Task 6: Bidding

The Architect will perform the following during Bidding based on the Owner's approval of the Construction Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Assist in obtaining competitive bids
- Hold a Pre-Bid conference
- Respond to any Request for Information (RFI) during the bidding cycle.
- Attend the bid opening
- Review the bids and make a recommendation to the City Council for approval for the construction of Fire Station 5

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Bid review and recommendation

Price: Reference Price and Payment

Schedule: Completed in accordance with the City of Decatur bidding and procurement rules and regulations.

Task 7: Construction Administration and Management

The Architect will perform the following during Bidding based on the Owner's approval of the Construction Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Write the General Contractor agreement on behalf of the City of Decatur
- Manage construction cost information and update as required through the duration of construction.
- Review Construction Shop Drawings
- Attend bi-weekly construction meetings. Total of 20 site visits plus 4 additional miscellaneous meetings
- Respond to any Request for Information (RFI)
- Review pay applications from the Contractor
- Review construction schedule with the Owner and Contractor
- Perform a punchlist and review the corrected work. (2 visits)
- Perform project closeout and issue Substantial Completion letter to the City of Decatur.

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Field Construction reports for every site visit, month pay application, punchlist and Letter of Substantial Completion

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 8: Civil Engineering

Design Development:

- Task Management: Manage the civil site task including coordination with subconsultant surveying firm to conduct the boundary survey of the project site, coordination with other disciplines, and civil discipline quality assurance checks.
- Topographic survey of site.
- Preparation of preliminary design elements including site grading plan and drainage/utility plan. This task will include preparation of basic grading designs, storm water collection/detention designs, and utility connection planning. Preparation of Site Development Plan was done in Site Plan Review/Conditional Use Permit phase.
- Deliverable: 50% drawings including Site Development Plan, Grading Plan and Drainage & Utility Plan.

Construction Documents:

- Task Management: Coordinate and manage the civil site task in the production of the out-for-bid (OFB) set of plans. This will include coordination with other disciplines, design related meetings/conference calls (assumed 2 meetings during this phase), and discipline quality assurance checks.
- Update and finalize civil site related calculations that were prepared in DD.
- Prepare civil site plan sheets including existing site plan, site demolition plan, erosion control plan, site grading plan, site development plan, site drainage/utility plan, and site details.
- Prepare civil site related specifications.
- Deliverable: 95% and OFB sets of plans and specifications.

Bidding Phase:

- Answer bidder questions that arise from Pre-Bid Meeting (assume civil site task will not attend).
- Contribute to preparation of project addenda for revised design elements.

Construction Administration

- Respond to construction Requests for Information
- Construction Site Visits: An estimated two (2) site visits for the civil designers to review construction progress is assumed.
- Punch List Visit: An estimated one (1) site visit for the civil designers to review substantial completion progress is assumed.

Assumptions: N/A

Exclusions: Additional site visits in excess of three (2) during construction.

Deliverables: Field Construction reports for every site visit, and punchlist. Schematic design narrative, design development drawings and specifications, construction documents for permit and bidding

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 9: Landscape Design (Schoppe Design Associates, Inc.)

Research and Analysis

Using information gathered during the Program Phase, SDA will inventory readily available existing data and physical site information including:

- Architectural drawings
- Proposed site plan
- Landscaping Ordinances
- Engineering plans

Concept Phase

Using the information gathered during the program phase and the research and analysis phase, SDA will:

Prepare one overall schematic landscape design illustrating the scale, type, and organization of the proposed site and landscape improvements plantings. Items which will be considered in preparing the schematic plans will be:

- Parking lot landscaping
- Right-of-way plantings
- Foundation plantings

Prepare a concept level cost opinion of our schematic design using our generic system costs and an appropriate construction contingency.

Review schematic design and cost information with you and with the owner (one WebEx meeting included).

Revise the schematic design per the review with you and the owner (one revision included).

Assumptions: N/A

Exclusions: Revisions to previously completed or approved phases of service.

Deliverables: Schematic Design and Construction Documents

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 10: **Technology / Security / AV Design**

Data/Voice Structured Cabling System Planning and Design

The Structured Cabling System scope of work shall include ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, fiber, etc.), telecommunications and equipment room layouts and cross-connect fields, Transient Voltage Surge Suppression (TVSS), Work Area Outlet (WAO) floor plans, cable tray distribution, CATV distribution, fiber optic connections, and riser diagrams. This Scope of Work includes technical specification writing, detailed CAD drawing development, coordination of WAO placement and furniture design, review of proposals and shop drawings submittals, interim and final inspection and approval of certified structured cabling system testing for 20-year warranty.

Infrastructure will be designed for a future station alerting system.

Assumptions: N/A

Exclusions: Station alerting system.

Deliverables: Field Construction reports for every site visit, and punchlist. Schematic design narrative, design development drawings and specifications, construction documents for permit and bidding

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 11: **Cost Estimating (Cummings)**

Under the direction of the Architect the cost estimator, Cummings will participate in a Schematic Design review meeting with the Architect, MEP/T, Structural and Civil engineers to compile information required to perform a cost estimate. The cost estimator will use drawings and design narratives to estimate the schematic design.

The cost estimator will perform a second cost estimate at the completion of Design Development using drawings and specifications provided to Cummings by the Architect, MEP/T, Structural and Civil engineers.

Assumptions: N/A

Exclusions: Estimate during Construction Documents

Deliverables: Schematic Design Estimate, Design Development Estimate

Price: Reference Price and Payment

Schedule: Each estimate will take 3 – 5 days to complete.

PRICE & PAYMENT

DESIGN SERVICES ESTIMATE

Basic Services as defined by the American Institute of Architects (AIA) includes architectural, interiors, structural, mechanical, electrical, plumbing, and fire protection design services. The following fees have been estimated by Dewberry to be a guaranteed maximum fee for the proposed scope of work by phase:

	<u>Traditional Delivery</u>
Schematic Design	\$10,200.00
Design Development	\$71,400.00
Construction Documents	\$62,200.00
Bidding	\$10,200.00
Construction Administration	\$61,000.00
Architectural Interior Design	Included in Basic Services
Civil Engineering	\$21,600.00
Security/Technology/AV	\$13,000.00
Furniture, Fixtures, & Equip.	Not Included (provided by owner)
Boundary and Topographic Survey	\$3,889.00
Geotechnical Engineering	\$3,600.00
Landscape Design	\$7,500.00
Detailed Cost Estimating	\$11,330.00
Total Services Fee:	\$275,919.00

City of Decatur shall pay Dewberry for services rendered in the lump sum amount of \$275,919.00 plus direct expense allowance of \$27,000.00 for travel, printing and postage.