



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of November in the year 2022
(In words, indicate day, month and year.)

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

Village of Kenilworth, an Illinois Municipal Corporation
419 Richmond Road
Kenilworth, Illinois 60043

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

Woodhouse Tinucci Architects LLC
230 W Superior 6th Floor
Chicago, IL 60654

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

Village of Kenilworth
2023 Lakefront Enhancement Project

Phase 1 – Scope Definition Phase including only Programming and Schematic Design Services.

NOTE: This Agreement generally discusses aspects of Phase 2 services, but does not define or contract for those services. Any services provided subsequent to Phase 1 are subject to the Village and Architect entering into an amendment to this Agreement or a new agreement. This Agreement's provisions addressing or related to any aspect of Phase 2 are illustrative only and are not binding on the Parties. This Note is expressly incorporated into the Agreement by this reference.

The Owner and Architect (the "parties") agree as follows.

This Agreement applies to all services performed by the Architect for Phase 1 of the Project.

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.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

See Exhibit A, Description of 2023 Lakefront Enhancement Project (the "Work"), dated 10/28/2022, 4 pages.

§ 1.1.2 The Project's physical characteristics:

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

See Exhibit A, Description of 2023 Lakefront Enhancement Project (the "Work"), dated 10/28/2022, 4 pages.

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

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

Unknown at the time of execution. To be determined as part of Phase 1 Services.

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

Init.

.1 Design phase milestone dates, if any:

Architect shall commence Phase 1 Services promptly upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). Architect shall diligently prosecute the Services, as expeditiously as consistent with the Standard of Care and the orderly progress of the Project, until the completion of the Work, which shall conclude no later than eight (8) months from the Commencement Date.

Phase 1 design milestones:

Programming: including one staff meeting and up to three project committee meetings. 6 weeks.

Schematic Design: including not less than three design options and up to three public meetings, inclusive of presentation of recommended design to the Village Board. 12 weeks.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

Not applicable

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

Competitive bidding , Number of bid packages and construction phases to be determined.

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

Not Applicable at this time.

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

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

Patrick Brennan
Village Manager
Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not applicable

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

.1 Geotechnical Engineer:

To be determined

.2 Surveyor:

To be determined.

.3 Other, if any:

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

Not Applicable

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

Andy Tinucci and/or Brian Foote
Woodhouse Tinucci Architects LLC
230 W Superior 6th Floor
Chicago, IL 60654
a.tinucci@woodtinarch.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Klein and Hoffman
150 S Wacker Dr #1900
Chicago, IL 60606

.2 Mechanical/Electrical/Plumbing Engineer:

Affiliated Engineers
10 S LaSalle St #2700
Chicago, IL 60603

.3 Civil Engineer:

Init.

Gewalt Hamilton Associates, Inc.
625 Forest Edge Dr
Vernon Hills, IL 60061

.4 Landscape Architect:

Hitchcock Design Group
22 E Chicago Ave #200A
Naperville, IL 60540

.5 Cost Consulting:

W.B. Olson Inc
3235 Arnold Ln
Northbrook, IL 60062

.6 Coastal Engineering:

GZA GeoEnvironmental, Inc.
915 Harger Rd.
Oak Brook, IL 60523

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.11.3 The Architect shall perform the Services with its own personnel and under the management, supervision, and control of its own organization, and the Consultants identified above, unless otherwise approved by the Village in writing. The Architect will not engage or hire any consultant or subconsultant to perform or assist with the Services other than the Consultants identified above without obtaining the Village's prior written approval. Architect shall have full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any Consultant subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Architect. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subconsultants of the Architect, and every subcontract shall include a provision binding the subconsultant to all provisions of this Agreement.

§ 1.1.11.4 If any personnel or Consultant fails to perform the Services in a manner compliant with the requirements of this Agreement, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subconsultant. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement, in the event of such removal or replacement.

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

§ 1.1.12.1 Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the Village, shared by the Village with the Architect or its Consultants, relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and

conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Architect or its Consultants, from a source other than the Village prior to the time of disclosure of said information to the Architect under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Architect or the Village; or (iv) to have been supplied to the Architect after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

§ 1.1.12.2 No Disclosure of Confidential Information by the Architect. The Architect acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Architect shall use its best efforts to hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Architect shall use reasonable measures at least as strict as those the Architect uses to protect its own confidential information. Notwithstanding the foregoing, over which the following governs, the Village hereby grants Architect permission to share Confidential Information with its attorneys, parties who need such information in order for Architect to perform the Services, to comply with this Agreement, to comply with legal requirements (including without limitation responding to subpoenas from courts or arbitrators), or for execution of the Project. Before sharing such Confidential Information with an aforementioned party, Architect shall be responsible for notifying the receiving party that the information is confidential and cannot be disclosed. The Architect acknowledges and understands that disclosure of Confidential Information by any party that receives Confidential Information from the Architect shall constitute a breach of this Agreement.

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

§ 1.3 Intentionally omitted.

§ 1.3.1 Intentionally omitted.

§ 1.4 Reporting

The Architect shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

§ 1.5 Final Acceptance

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed, unless the Agreement otherwise specifically provides, or unless the parties waive this requirement in writing.

§ 1.6 Key Project Personnel

The Key Project Personnel shall not be changed without the Village's prior written approval. The Architect shall provide all personnel reasonably necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Architect shall notify the Village as soon as practicable if terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Architect shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

§ 1.7 No Personal Liability

No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Architect as the result of the execution of this Agreement.

§ 1.8 Relationship of the Parties

The Architect shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Architect; or (ii) to create any relationship between the Village and any subcontractor of the Architect.

§ 1.9 Conflict of Interest

The Architect states that, to the best of its knowledge, no Village employee or agent is interested in the business of the Architect or this Agreement. The Architect further represents and certifies that, to the best of its knowledge, (a) as of the date of this Agreement neither the Architect nor any person employed or associated with the Architect has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (b) neither the Architect nor any person employed by or associated with the Architect shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

§ 1.10 No Collusion

The Architect states that the Architect is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Architect is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Architect represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Architect has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Architect shall be responsible to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

§ 1.11 Sexual Harassment Policy

The Architect states that it has a written sexual harassment policy in compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

§ 1.12 Patriot Act Compliance

The Architect states to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Architect further states to the Village that the Architect and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Architect hereby agrees to indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the statements in this subsection.

§ 1.13 Term

The Time of Performance of this Agreement, unless terminated or extended pursuant to the terms of this Agreement, shall expire on the date the Village Manager reasonably determines that all of the Services under this Agreement are completed in accordance with this Agreement. A determination of completion shall not negate any of the terms, conditions or provisions of this Agreement, constitute a waiver of any rights or claims which one party may have or thereafter acquire with respect to any breach hereof by the other party, or any right of indemnification of the Village by the Architect.

§ 1.14 No Additional Obligation.

The parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Architect, or with any vendor solicited or recommended by the Architect.

§ 1.15 Village Board Authority.

Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Architect to vendors shall be subject to the approval of the Village Board of Trustees, which approval is granted by the Village by the signature of its authorized representative below. The Village shall not be liable to any vendor or other third party for any agreements made by the Architect, purportedly on behalf of the Village, without the knowledge and prior approval of the Village Trustees.

§ 1.16 Mutual Cooperation.

The Village agrees to cooperate with the Architect in the performance of the Services, including meeting with the Architect and providing the Architect with such information that the Village may have that may be relevant and helpful to the Architect's performance of the Services. The Architect agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village, subject to the terms of this Agreement.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services (a) in compliance with all applicable federal, state, and local laws, rules, and regulations in effect at any time during this Agreement's term consistent with the Standard of Care; and (b) 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. Architect makes no warranties, express or implied, except those contained in this Agreement. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted, at the time Architect performs its services. The foregoing is referred to as the "Standard of Care." Nothing shall require Architect to exercise professional skill and judgment greater than the Standard of Care.

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Insurance

Contemporaneous with the Architect's execution of this Agreement, the Architect shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Village and its officers, employees, and agents will be named as an additional insured party on all policies, except professional liability and worker's compensation policies. The Architect shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above.

Init.

(Paragraphs deleted)

§ 2.6 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Village, and its officials, employees, and attorneys (the "Indemnitees") against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses ("Damages"), that arise due to third party claims asserted against the Indemnitees arising out of the professional services provided by Architect or its Consultants under this Agreement, but only to the extent Architect's or its Consultant's violation of the Standard of Care causes the third parties to suffer such Damages. Notwithstanding anything to the contrary, the Architect shall have no obligation to indemnify any Indemnitees for Damages caused by the negligence of an Indemnity in violation of 740 ILCS 35/1 (the Construction Contract Indemnification for Negligence Act).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include structural, mechanical, plumbing, civil, landscape, coastal engineering, cost estimating, and electrical engineering services, along with design, architectural, and public outreach services for the 2023 Lakefront Enhancement Project as more thoroughly described in Exhibit A (the "Work"). Architect states that it is financially solvent, has the necessary personnel and financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in this article in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature and the Standard of Care. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants, who shall mutually coordinate their services with those provided by the Architect. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.3.1 **Force Majeure.** In the event Architect prevented from performing its obligations under this Agreement as a result of any cause beyond the reasonable control of Architect, the time for completion of Architect's services required under this Agreement shall reasonably be extended by the period of resulting delay. Architect shall promptly notify the Owner of any delay resulting from a force majeure event and exercise its reasonable best efforts to minimize the duration of any delay.

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

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

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

§ 3.2 Phase 1 – Programming and Schematic Design Phase Services

§ 3.2.1 For programming services, the Architect shall assist the Owner in identifying the detailed feasible programmatic elements based upon available physical and financial resources, the project strategy/vision. The elements and the project strategy/vision shall be evaluated at one (1) staff meeting and up to (3) project committee meetings.

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

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

§ 3.2.4 Based on the established Programmatic Elements and Project Strategy/Vision as well as the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a minimum of three (3) and as many as six (6) preliminary design options, which may be bifurcated between the lakefront and water plant repurposing, illustrating the scale and relationship of the Project components. These design options will be evaluated with the project staff at up to three (3) staff meetings as well as with other project constituents at up to three (3) public meetings, inclusive of a presentation of the preferred single design option to the Village Board of Trustees.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect will also identify, as part of this Phase, any specialized tests or additional surveys that may be required, which may be completed as part of a subsequent Phase.

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

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

§ 3.2.6 The Architect, in coordination with the Architect's cost-estimator, shall develop estimates of probable cost for the preferred design option, in accordance with Section 6.3, and present the estimates to the Village Board of Trustees.

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

§ 3.3 Phase 2 - Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, and Owner's decision to engage the Architect for further services, the Architect shall prepare an amendment to this Agreement for approval by the Owner. Upon approval of that Amendment, 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 may consist, among other documents, of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect, in coordination with the Architect's cost-estimator, shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Phase 2 - Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, and Owner's decision to enter into an agreement with the Architect for Phase 2 Services, the Architect may 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 may 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 perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall, upon Owner's request, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall, upon Owner's request, 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, in coordination with the Architect's cost-estimator, update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.6 **Fast Track.** In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed Construction Documents prior to the Owner bidding and entering into firm construction contracts. The Owner may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required. If construction or furnishings contracts are let prior to the completion of final Construction Documents, the Owner understands that there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

§ 3.5 Phase 2 - Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;

Init.

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

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.5.3.4 **Single Bid / Negotiation Package.** At the time of execution of this Agreement, the Owner does not intend to utilize a project delivery method in which (1) the Owner will engage multiple prime contractors or (2) the scope of Work will be subdivided by Architect into multiple independent packages for bidding, negotiation, or construction. Accordingly, if the Owner requires Architect to subdivide the scope of Work into independent packages of Construction Documents for bidding or negotiation or construction purposes, or to facilitate Owner's hiring of multiple prime contractors, the Owner will compensate Architect for such services as Additional Services.

§ 3.6 Phase 2 - Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 If authorized by the Owner through an agreement with the Architect for Phase 2 Services, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.2.1 **Job Site Safety.** Notwithstanding any contrary or potentially ambiguous description of Architect's services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures 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 from the Construction Documents in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted

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to confer upon Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Owner accepts the Project improvements in accordance with the Kenilworth Municipal Code.

§ 3.6.2 Evaluations of the Work

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

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall, as an Additional Service, render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.3.4 The Architect shall have no obligation to review Applications for Payment to ascertain whether or not they, and any documents submitted by the Contractor, conform with or violate the requirements of the Illinois Mechanics Lien Act, 770 ILCS 60/1, *et. seq.*, as it is the Owner's sole and exclusive obligation to make that determination.

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect may specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Insert below, as applicable, "Architect Basic Service," "Architect Supplemental Services," "Service Not Offered by Architect," "Provided by the Owner," or "not provided as part of this Project," to indicate whether Owner will pay Architect under Section 11.2 for the following:)</i>
<i>(Row deleted)</i>	

§ 4.1.1.1 Programming	Basic Services
§ 4.1.1.2 Multiple preliminary designs	Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services

§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	N/A Phase 1 / Basic Services of Phase 2
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 3 and 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	N/A Phase 1 / Basic Services of Phase 2
§ 4.1.1.15 As-designed record drawings	N/A Phase 1 / Basic Services of Phase 2
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided Phase 1 / To be determined – Phase 2
§ 4.1.1.22 Security evaluation and planning	Not Provided Phase 1 / To be determined – Phase 2
§ 4.1.1.23 Commissioning	Not Provided Phase 1 / To be determined – Phase 2
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided Phase 1 / To be determined – Phase 2
§ 4.1.1.25 Fast-track design services	Not Provided Phase 1 / To be determined – Phase 2
§ 4.1.1.26 Multiple bid packages	Not Provided Phase 1 / To be determined – Phase 2
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided Phase 1 / Basic Services of Phase 2
§ 4.1.1.29 Other services provided by specialty Consultants	Not Applicable
§ 4.1.1.30 Other Supplemental Services	Not Applicable

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall endeavor to notify the Owner within seven (7) days, but in any event shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing, except as otherwise provided in this Agreement;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-two (32) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services of Phase 1 covered by this Agreement have not been completed within eight (8) 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. The term of Phase 2 services, if any, will be added as an amendment to this agreement.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

Owner understands and agrees that Architect has no responsibility for, or liability for, such pollution or hazardous or toxic materials.

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

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

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

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

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

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

§ 5.16 GIS Data

The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Architect, the Village agrees to supply the Architect with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Work that the Architect is to provide for the Village;
2. **Purpose of GIS Data.** The Architect shall limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.** The Architect does hereby acknowledge and agree that:
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
 - b. **Consent of Village Required.** The Architect will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;
 - c. **Supply to Village.** At the request of the Village, the Architect shall supply the Village with any and all information that may have been developed by the Architect based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Architect's intended use thereof; and
 - e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Architect shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded reasonably sufficient access to the Architect's premises and data processing equipment to verify that all use of the GIS Data has been discontinued; provided, however, Architect may deny the Village access to data related to its other clients and projects, or other confidential or privileged data.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted by Owner throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, if any, represent the Architect's judgment as a design professional pursuant to the Standard of Care. 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 assisting the Owner's cost consultant that is responsible for preparing estimates of the Cost of Work for any phase occurring after Phase 1, the Architect shall, upon Owner's request, provide information to the cost consultant for its use. To the extent Architect agrees to comment upon any such estimate, the Architect shall be permitted to suggest that it include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's contribution to the Owner's cost consultant's estimate of the Cost of the Work may be based on current area, volume or similar conceptual estimating techniques.

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

§ 6.5 If at any time the Owner'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, if requested by 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 5%, the Owner shall either:

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Owner shall contractually require Owner's consultants, any Other Designers, the Contractor, and any design-build Subcontractors, to make a similar warranty to Owner and Architect.

§ 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

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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. Any reproduction or use of Architect's Instruments of Service for another project is strictly prohibited without Architect's prior written consent.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the portions of the Architect's final Instruments of Service, in their final form, that were selected by Owner for inclusion in the Project (but not any alternate designs or work product that were not so selected by Owner) solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner or Contractor (or any party acting by, or through, under, or on behalf of Owner or Contractor, or as their successors or assigns) uses the Instruments of Service without retaining the authors of the Instruments of Service, or uses them without the authors' continued professional involvement, or uses them on another project, 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 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, except as required or authorized by law. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The waivers provided in this paragraph are hereby deemed irrevocable and shall survive completion of the Project and/or termination of this Agreement and/or the Contract for Construction.

§ 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.

§ 8.1.4 STEP NEGOTIATION

As a condition precedent to mediation or binding dispute resolution, Owner and Architect shall attempt in good faith to

resolve any claim or dispute, as follows. Either party may give the other party written notice of any claim or dispute not resolved in the normal course of the Project. Such notice shall contain a reasonably detailed explanation, with supporting documents, of the claim or dispute. Senior executives or managers of the parties, at least one level senior to their employees with daily Project responsibility, if any, shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they deem reasonably necessary, to exchange relevant information and to attempt to resolve the claim, dispute, or other matter. If the claim or dispute has not been resolved within thirty (30) days from such written notice, either party may initiate mediation as provided herein.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject first to Step Negotiation, as provided in Section 8.1.4, and second to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

§ 8.5 Continued Performance During Disputes

Unless the Owner directs the Architect to suspend performance, the Architect shall continue performance of the services required under this Agreement, in accordance with the then-current approved schedule, during the pendency of any dispute arising out of this Agreement, and the Owner shall continue to pay amounts owed to the Architect in accordance with the terms of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 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 prior to the suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

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

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

.1 Termination Fee:

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

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

(Paragraph deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. No person or entity other than Owner is intended to be a beneficiary of Architect's services under this Agreement. Contractor shall have no right to maintain any action in contract, tort, or otherwise directly against the Architect.

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

§ 10.7 Subject to the Owner's prior approval, which shall not be unreasonably withheld, 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

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representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Not applicable

.2 Percentage Basis
(Insert percentage value)

Not applicable

.3 Other, Services billed hourly with a not to exceed maximum cost:
(Describe the method of compensation)

The total amount billed by the Architect for the Services under this Agreement may reach, but shall not exceed, One hundred twenty thousand dollars (\$120,000.00) (the not-to-exceed "Agreement Amount"), as outlined in Exhibit C – Hourly Rates, which amount shall include reimbursable expenses authorized by Section 11.8 and all amounts billed by Consultants. No amendment or modification to this Agreement, including, without limitation, an amendment to the Agreement Amount, shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by all parties.

Phase 2 services, scope, terms, and fees, if any, will be negotiated as an amendment to this Agreement.

§ 11.1.3.1 The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Section 11.1.3 of this Agreement, without the prior express written authorization of the Village. All reimbursable expenses should be incorporated in the proposed Agreement Amount.

§ 11.1.3.2 If the services of an outside consultant or professional are recommended/needed, including those identified in Section 1.1.11.1, above, those costs shall be itemized separately on the Architect's bill to the Village. For the avoidance of doubt, the Village will not pay any amount exceeding the Agreement Amount without the parties' prior approval of an

amendment to this Agreement.

§ 11.1.3.3 The Architect shall be reimbursed for services performed based upon the number of hours worked multiplied by the agreed upon hourly rate of pay for the job title of the person performing the service, inclusive of reimbursable expenses, up to the Agreement Amount, as it may be amended or modified.

§ 11.1.3.4 The Architect shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Architect for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

In accordance with Exhibit C.

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

In accordance with Exhibit C.

§ 11.4 Compensation for 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 Zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not Applicable

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Not applicable, hourly billing.

Schematic Design Phase	percent ()	%)
Design Development Phase	percent ()	%)
Construction Documents Phase	percent ()	%)
Procurement Phase	percent ()	%)
Construction Phase	percent ()	%)
Total Basic Compensation	one hundred	percent (100 %)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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In accordance with Exhibit C.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses – Not Applicable; Included in Agreement Amount

§ 11.8.1 Reimbursable Expenses are included in the Agreement Amount and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.8.3 Taxes, Benefits and Royalties.

The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Architect.

§ 11.9

(Paragraphs deleted)
Intentionally Left Blank.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days of presentation of the Architect's invoice. Amounts unpaid fifty (50) days after the invoice date shall bear interest at the rate

(Paragraphs deleted)

set forth in the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

(Paragraphs deleted)

§ 11.10.2.2 The Architect shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Architect. The Village shall pay to the Architect the amount identified on any complete invoice within 50 days after its receipt and approval of such an invoice.

§ 11.10.2.3 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 Limited Liability Entity.

The Owner acknowledges that the Architect (Woodhouse Tinucci Architects LLC) and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any owner, member, director, officer or employee of the Architect, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual owners, members, directors, officers or employees.

§ 12.2 Limitation of Liability to Amount of Insurance.

Notwithstanding anything to the contrary, Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to an amount equal to the coverage and proceeds available under the Architect's applicable insurance policy.

§ 12.3 Responsibility for Product Suitability.

With regard to new equipment, materials, and products (collectively "Products") required by the Construction Documents, it is understood the Architect is relying on stated and implied representations made by manufacturers, suppliers and installers of such Products as being suitably fit for their intended purposes. The Architect is not responsible for the Product's failure to perform consistently with those representations, subject to Architect's obligation to perform in accordance with the Standard of Care.

§ 12.4 Hidden Conditions.

Notwithstanding anything to the contrary, Owner acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely Owner's, and Architect shall have no responsibility for any resulting costs or damages. If Architect's services include the design of repairs based on a review of existing conditions of the building, Owner acknowledges that Architect is working from imperfect information, and Architect does not warrant that it will have seen and designed repairs for every condition.

§ 12.5 Responsibility for Code Compliance.

Notwithstanding anything to the contrary, the Architect shall abide by the Standard of Care in endeavoring to conform the Drawings and Specifications to all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements applicable to the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely

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results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

§ 12.6 Accessibility.

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations (collectively, "Accessibility Requirements") will be subject to various and possibly contradictory interpretations. The Architect, therefore, will abide by the Standard of Care to interpret applicable Accessibility Requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Project will comply with all possible interpretations of the Accessibility Requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner for any non-compliance unless Architect violates the Standard of Care, and in such case, only to the extent such violation is the proximate cause of damages sustained by the Owner. The Owner acknowledges it has been advised by the Architect to retain a consultant (an Accessibility Consultant) to review the existing as-built conditions and the Project plans, specifications, and construction for compliance with the Accessibility Requirements. The Owner recognizes it has certain obligations under the applicable Accessibility Requirements, and will obtain appropriate legal and other counsel regarding the same.

§ 12.7 Notices.

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("e-mail"); notwithstanding anything to the contrary, however, any notice provided in a manner other than via e-mail shall also be accompanied by a courtesy copy of the notice to the email addresses below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043
Attention: Village Manager
E-mail: pbrennan@vok.org

With a copy to:
Ancel Glink, P.C.
140 South Dearborn St., 6th Flr.
Chicago, IL 60603
Attention: Kenilworth Counsel
E-mail: gjones@ancelglink.com

Notices and communications to the Architect shall be addressed to, and delivered at, the following address:

Andy Tinucci
Woodhouse Tinucci Architects LLC
230 W Superior 6th Floor
Chicago, IL 60654

a.tinucci@woodtinarch.com

With a courtesy copy to its counsel:

Jeremy Baker, Esq.
Baker Law Group LLC
790 Estate Drive, Suite 200
Deerfield, IL 60626
jbaker@buildchicagolaw.com

Notwithstanding anything to the contrary, notice to Architect shall be effective when delivered, in accordance with the requirements of Section 12.7, above, when delivered to Architect (as opposed to its counsel); provided, however, Owner must provide a courtesy copy of notice to Architect's counsel in each instance where Owner provides notice.

§ 12.8 Credit and Publicity

Architect shall not issue any news releases, utilize the Services provided in any marketing material or make other public statements regarding the Services without prior written approval from the Village Manager, or until after Village has issued similar such information.

§ 12.9 Assignment

This Agreement may not be assigned by the Village or by the Architect without the prior written consent of the other party.

§ 12.10 Third Party Beneficiary

No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Architect shall be made or be valid against the Village.

§ 12.11 Provisions Severable

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

§ 12.12 Time

Time is an important factor in the performance of this Agreement.

§ 12.13 Governing Laws

This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

§ 12.14 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Architect with respect to the Proposal and the Services.

§ 12.15 Waiver

No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

§ 12.16 Exhibit

Exhibits A, C, and D are attached hereto, and by this reference incorporated in and made a part of this Agreement.

§ 12.17 Rights Cumulative

Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

§ 12.17 Counterpart Execution

This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as modified
- .2 Intentionally Omitted

(Paragraphs deleted)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

EXHIBIT A: Description of 2023 Lakefront Enhancement Project and Scope of Services (the "Work"), dated 10/28/2022, 4 pages.

EXHIBIT B: Not used.

EXHIBIT C: Compensation Exhibit, dated 10/28/2022, 1 page.

EXHIBIT D: Insurance Coverages Exhibit, dated 10/28/2022, 1 pages.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 ARCHITECT'S INFORMATION

Architect's Status: Illinois limited liability company

Architect's Name: Woodhouse Tinucci Architects LLC

Doing Business As (if different): not applicable

Signature of Architect or Authorized Agent: see signature block below

Printed Name: **Andy Tinucci**

Title/Position: **Authorized signatory**

Architect's Business Address: see page 1 of the Agreement

Architect's Business Telephone: 312-943-3120

Architect's E-mail Address: **a.tinucci@woodtinarch.com**

If a Corporation or Partnership, list all Officers or Partners: not applicable, Architect is an LLC

Init.

*** SIGNATURES ON NEXT PAGE ***



Init.

This Agreement, for Phase 1 services, entered into as of the day and year first written above.

Village of Kenilworth



OWNER (Signature)

PATRICK BRENNAN, VILLAGE MANAGER
(Printed name and title)

Woodhouse Tinucci Architects LLC



ARCHITECT (Signature)

Andy Tinucci, not personally, but as an authorized signatory for Woodhouse Tinucci Architects LLC
(Printed name, title, and license number, if required)



Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:08:02 ET on 11/07/2022.

PAGE 1

AGREEMENT made as of the 11th day of November in the year 2022

...

BETWEEN the Architect's client identified as the ~~Owner~~:Owner or Village:

...

Village of Kenilworth, an Illinois Municipal Corporation
419 Richmond Road
Kenilworth, Illinois 60043

...

Woodhouse Tinucci Architects LLC
230 W Superior 6th Floor
Chicago, IL 60654

...

Village of Kenilworth
2023 Lakefront Enhancement Project

Phase 1 – Scope Definition Phase including only Programming and Schematic Design Services.

NOTE: This Agreement generally discusses aspects of Phase 2 services, but does not define or contract for those services. Any services provided subsequent to Phase 1 are subject to the Village and Architect entering into an amendment to this Agreement or a new agreement. This Agreement's provisions addressing or related to any aspect of Phase 2 are illustrative only and are not binding on the Parties. This Note is expressly incorporated into the Agreement by this reference.

The Owner and Architect (the "parties") agree as follows.

This Agreement applies to all services performed by the Architect for Phase 1 of the Project.

PAGE 2

See Exhibit A, Description of 2023 Lakefront Enhancement Project (the "Work"), dated 10/28/2022, 4 pages.

...

See Exhibit A, Description of 2023 Lakefront Enhancement Project (the "Work"), dated 10/28/2022, 4 pages.

...
Unknown at the time of execution. To be determined as part of Phase 1 Services.

PAGE 3

Architect shall commence Phase 1 Services promptly upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). Architect shall diligently prosecute the Services, as expeditiously as consistent with the Standard of Care and the orderly progress of the Project, until the completion of the Work, which shall conclude no later than eight (8) months from the Commencement Date.

Phase 1 design milestones:

Programming: including one staff meeting and up to three project committee meetings. 6 weeks.

Schematic Design: including not less than three design options and up to three public meetings, inclusive of presentation of recommended design to the Village Board. 12 weeks.

...
TBD

...
TBD

...
Not applicable

...
Competitive bidding, Number of bid packages and construction phases to be determined.

...
Not Applicable at this time.

...
Patrick Brennan
Village Manager
Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043

PAGE 4

Not applicable

...
To be determined

...
.2 Civil Engineer: Surveyor:

To be determined.

...

Not Applicable

...

Andy Tinucci and/or Brian Foote
Woodhouse Tinucci Architects LLC
230 W Superior 6th Floor
Chicago, IL 60654
a.tinucci@woodtinarch.com

...

Klein and Hoffman
150 S Wacker Dr #1900
Chicago, IL 60606

...

.2 Mechanical-Mechanical/Electrical/Plumbing Engineer:

Affiliated Engineers
10 S LaSalle St #2700
Chicago, IL 60603

...

.3 Electrical-Civil Engineer:

Gewalt Hamilton Associates, Inc.
625 Forest Edge Dr
Vernon Hills, IL 60061

.4 Landscape Architect:

Hitchcock Design Group
22 E Chicago Ave #200A
Naperville, IL 60540

.5 Cost Consulting:

W.B. Olson Inc
3235 Arnold Ln
Northbrook, IL 60062

.6 Coastal Engineering:

GZA GeoEnvironmental, Inc.
915 Harger Rd.
Oak Brook, IL 60523

PAGE 5

Not Applicable

§ 1.1.11.3 The Architect shall perform the Services with its own personnel and under the management, supervision, and control of its own organization, and the Consultants identified above, unless otherwise approved by the Village in writing. The Architect will not engage or hire any consultant or subconsultant to perform or assist with the Services other than the Consultants identified above without obtaining the Village's prior written approval. Architect shall have full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any Consultant subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Architect. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subconsultants of the Architect, and every subcontract shall include a provision binding the subconsultant to all provisions of this Agreement.

§ 1.1.11.4 If any personnel or Consultant fails to perform the Services in a manner compliant with the requirements of this Agreement, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subconsultant. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement, in the event of such removal or replacement.

...

§ 1.1.12.1 Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the Village, shared by the Village with the Architect or its Consultants, relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Architect or its Consultants, from a source other than the Village prior to the time of disclosure of said information to the Architect under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Architect or the Village; or (iv) to have been supplied to the Architect after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

§ 1.1.12.2 No Disclosure of Confidential Information by the Architect. The Architect acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Architect shall use its best efforts to hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Architect shall use reasonable measures at least as strict as those the Architect uses to protect its own confidential information. Notwithstanding the foregoing, over which the following governs, the Village hereby grants Architect permission to share Confidential Information with its attorneys, parties who need such information in order for Architect to perform the Services, to comply with this Agreement, to comply with legal requirements (including without limitation responding to subpoenas from courts or arbitrators), or for execution of the Project. Before sharing such Confidential Information with an aforementioned party, Architect shall be responsible for notifying the receiving party that the information is confidential and cannot be disclosed. The Architect acknowledges and understands that disclosure of Confidential Information by any party that receives Confidential Information from the Architect shall constitute a breach of this Agreement.

PAGE 6

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Intentionally omitted.

§ 1.4 Reporting

The Architect shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

§ 1.5 Final Acceptance

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed, unless the Agreement otherwise specifically provides, or unless the parties waive this requirement in writing.

§ 1.6 Key Project Personnel

The Key Project Personnel shall not be changed without the Village's prior written approval. The Architect shall provide all personnel reasonably necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Architect shall notify the Village as soon as practicable if terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Architect shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

§ 1.7 No Personal Liability

No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Architect as the result of the execution of this Agreement.

§ 1.8 Relationship of the Parties

The Architect shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Architect; or (ii) to create any relationship between the Village and any subcontractor of the Architect.

§ 1.9 Conflict of Interest

The Architect states that, to the best of its knowledge, no Village employee or agent is interested in the business of the Architect or this Agreement. The Architect further represents and certifies that, to the best of its knowledge, (a) as of the date of this Agreement neither the Architect nor any person employed or associated with the Architect has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (b) neither the Architect nor any person employed by or associated with the Architect shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

§ 1.10 No Collusion

The Architect states that the Architect is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Architect is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Architect represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Architect has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Architect shall be responsible to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

§ 1.11 Sexual Harassment Policy

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User Notes:

(1414092386)

The Architect states that it has a written sexual harassment policy in compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

§ 1.12 Patriot Act Compliance

The Architect states to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Architect further states to the Village that the Architect and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Architect hereby agrees to indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the statements in this subsection.

§ 1.13 Term

The Time of Performance of this Agreement, unless terminated or extended pursuant to the terms of this Agreement, shall expire on the date the Village Manager reasonably determines that all of the Services under this Agreement are completed in accordance with this Agreement. A determination of completion shall not negate any of the terms, conditions or provisions of this Agreement, constitute a waiver of any rights or claims which one party may have or thereafter acquire with respect to any breach hereof by the other party, or any right of indemnification of the Village by the Architect.

§ 1.14 No Additional Obligation.

The parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Architect, or with any vendor solicited or recommended by the Architect.

§ 1.15 Village Board Authority.

Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Architect to vendors shall be subject to the approval of the Village Board of Trustees, which approval is granted by the Village by the signature of its authorized representative below. The Village shall not be liable to any vendor or other third party for any agreements made by the Architect, purportedly on behalf of the Village, without the knowledge and prior approval of the Village Trustees.

§ 1.16 Mutual Cooperation.

The Village agrees to cooperate with the Architect in the performance of the Services, including meeting with the Architect and providing the Architect with such information that the Village may have that may be relevant and helpful to the Architect's performance of the Services. The Architect agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village, subject to the terms of this Agreement.

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§ 2.2 The Architect shall perform its services (a) in compliance with all applicable federal, state, and local laws, rules, and regulations in effect at any time during this Agreement's term consistent with the Standard of Care; and (b) 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. Architect makes no warranties, express or implied, except those contained in this Agreement. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted, at the time Architect performs its services. The foregoing is referred to as the "Standard of Care." Nothing shall require Architect to exercise professional skill and judgment greater than the Standard of Care.

...

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

§ 2.5.1 ~~Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~ **Insurance**

Contemporaneous with the Architect's execution of this Agreement, the Architect shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Village and its officers, employees, and agents will be named as an additional insured party on all policies, except professional liability and worker's compensation policies. The Architect shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above.

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

§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.4 ~~Workers' Compensation at statutory limits.~~

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

§ 2.5.6 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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

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

§ 2.6 Indemnification

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User Notes:

(1414092386)

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Village, and its officials, employees, and attorneys (the "Indemnitees") against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses ("Damages"), that arise due to third party claims asserted against the Indemnitees arising out of the professional services provided by Architect or its Consultants under this Agreement, but only to the extent Architect's or its Consultant's violation of the Standard of Care causes the third parties to suffer such Damages. Notwithstanding anything to the contrary, the Architect shall have no obligation to indemnify any Indemnitees for Damages caused by the negligence of an Indemnity in violation of 740 ILCS 35/1 (the Construction Contract Indemnification for Negligence Act).

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include ~~usual and customary structural, mechanical, and electrical engineering services~~ structural, mechanical, plumbing, civil, landscape, coastal engineering, cost estimating, and electrical engineering services, along with design, architectural, and public outreach services for the 2023 Lakefront Enhancement Project as more thoroughly described in Exhibit A (the "Work"). Architect states that it is financially solvent, has the necessary personnel and financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in this article in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature and the Standard of Care. Services not set forth in this Article 3 are Supplemental or Additional Services.

PAGE 9

§ 3.1.2 The Architect shall ~~coordinate~~ mutually coordinate its services with those services provided by the Owner and the Owner's ~~consultants~~ consultants, who shall mutually coordinate their services with those provided by the Architect. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

§ 3.1.3.1 Force Majeure. In the event Architect prevented from performing its obligations under this Agreement as a result of any cause beyond the reasonable control of Architect, the time for completion of Architect's services required under this Agreement shall reasonably be extended by the period of resulting delay. Architect shall promptly notify the Owner of any delay resulting from a force majeure event and exercise its reasonable best efforts to minimize the duration of any delay.

PAGE 10

§ 3.2 Phase 1 – Programming and Schematic Design Phase Services

§ 3.2.1 The Architect shall ~~review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~ For programming services, the Architect shall assist the Owner in identifying the detailed feasible programmatic elements based upon available physical and financial resources, the project strategy/vision. The elements and the project strategy/vision shall be evaluated at one (1) staff meeting and up to (3) project committee meetings.

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

...

§ 3.2.4 Based on the established Programmatic Elements and Project Strategy/Vision as well as the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a minimum of three (3) and as many as six (6) preliminary design options, which may be bifurcated between the lakefront and water plant repurposing, illustrating the scale and relationship of the Project components. These design

options will be evaluated with the project staff at up to three (3) staff meetings as well as with other project constituents at up to three (3) public meetings, inclusive of a presentation of the preferred single design option to the Village Board of Trustees.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect will also identify, as part of this Phase, any specialized tests or additional surveys that may be required, which may be completed as part of a subsequent Phase.

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

...

§ 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.~~ Architect, in coordination with the Architect's cost-estimator, shall develop estimates of probable cost for the preferred design option, in accordance with Section 6.3, and present the estimates to the Village Board of Trustees.

...

§ 3.3 Phase 2 - 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, and Owner's decision to engage the Architect for further services,~~ the Architect shall prepare an amendment to this Agreement for approval by the Owner. Upon approval of that Amendment, 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 may consist, among other documents,~~ of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 ~~The Architect~~ Architect, in coordination with the Architect's cost-estimator, shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4 Phase 2 - 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 and Owner's decision to enter into an agreement with the Architect for Phase 2 Services,~~ the Architect may 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 may~~ consist of Drawings and Specifications setting forth in detail the quality levels ~~and performance criteria~~ of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

...

§ 3.4.3 During the development of the Construction Documents, the Architect ~~shall shall,~~ upon Owner's request, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and

conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect ~~shall also~~ shall, upon Owner's request, 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~~ shall, in coordination with the Architect's cost-estimator, update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.4.6 Fast Track. In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed Construction Documents prior to the Owner bidding and entering into firm construction contracts. The Owner may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required. If construction or furnishings contracts are let prior to the completion of final Construction Documents, the Owner understands that there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

§ 3.5 Phase 2 – Procurement Phase Services

...

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

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the ~~Project~~ Project, if requested by Owner, by:
PAGE 12

- .4 organizing and conducting the opening of the bids, preparing bid tabulations, and subsequently documenting and distributing the bidding results, as directed by the Owner.

...

§ 3.5.3.4 Single Bid / Negotiation Package. At the time of execution of this Agreement, the Owner does not intend to utilize a project delivery method in which (1) the Owner will engage multiple prime contractors or (2) the scope of Work will be subdivided by Architect into multiple independent packages for bidding, negotiation, or construction. Accordingly, if the Owner requires Architect to subdivide the scope of Work into independent packages of Construction Documents for bidding or negotiation or construction purposes, or to facilitate Owner's hiring of multiple prime contractors, the Owner will compensate Architect for such services as Additional Services.

§ 3.6 Phase 2 - Construction Phase Services

...

§ 3.6.1.1 ~~The~~ If authorized by the Owner through an agreement with the Architect for Phase 2 Services, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2.1 Job Site Safety. Notwithstanding any contrary or potentially ambiguous description of Architect's services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures 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 from the Construction Documents in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Owner accepts the Project improvements in accordance with the Kenilworth Municipal Code.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect ~~shall~~ shall, as an Additional Service, render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

...

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

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§ 3.6.3.4 The Architect shall have no obligation to review Applications for Payment to ascertain whether or not they, and any documents submitted by the Contractor, conform with or violate the requirements of the Illinois Mechanics Lien Act, 770 ILCS 60/1, et. seq., as it is the Owner's sole and exclusive obligation to make that determination.

...

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

...

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information ~~received~~ if 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.

...

Supplemental Services	Responsibility <i>(Insert below, as applicable, "Architect Basic Service," "Architect Supplemental Services," "Service Not Offered by Architect," "Provided by the Owner," or "not provided as part of this Project," to indicate whether Owner will pay Architect under Section 11.2 for the following:)</i>
Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Basic Services</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Basic Services</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Basic Services</u>
§ 4.1.1.9 Landscape design	<u>Basic Services</u>
§ 4.1.1.10 Architectural interior design	<u>N/A Phase 1 / Basic Services of Phase 2</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 3 and 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>N/A Phase 1 / Basic Services of Phase 2</u>
§ 4.1.1.15 As-designed record drawings	<u>N/A Phase 1 / Basic Services of Phase 2</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided Phase 1 / To be determined – Phase 2</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided Phase 1 / To be determined – Phase 2</u>
§ 4.1.1.23 Commissioning	<u>Not Provided Phase 1 / To be determined – Phase 2</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided Phase 1 / To be determined – Phase 2</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided Phase 1 / To be determined – Phase 2</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided Phase 1 / To be determined – Phase 2</u>

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Insert below, as applicable, "Architect Basic Service," "Architect Supplemental Services," "Service Not Offered by Architect," "Provided by the Owner," or "not provided as part of this Project," to indicate whether Owner will pay Architect under Section 11.2 for the following:)</i>
<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided Phase 1 / Basic Services of Phase 2</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Applicable</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Applicable</u>

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall ~~notify the Owner with reasonable promptness~~ endeavor to notify the Owner within seven (7) days, but in any event shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

...

- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing, except as otherwise provided in this Agreement;

...

- .4 Evaluating ~~an extensive number of~~ Claims as the Initial Decision Maker; or,

...

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-two (32) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

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§ 4.2.5 If the services of Phase 1 covered by this Agreement have not been completed within eight (8) 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. The term of Phase 2 services, if any, will be added as an amendment to this agreement.

...

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

Owner understands and agrees that Architect has no responsibility for, or liability for, such pollution or hazardous or toxic materials.

§ 5.16 GIS Data

The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Architect, the Village agrees to supply the Architect with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Work that the Architect is to provide for the Village;
2. Purpose of GIS Data. The Architect shall limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. Agreement with Respect to GIS Data. The Architect does hereby acknowledge and agree that:
 - a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
 - b. Consent of Village Required. The Architect will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;
 - c. Supply to Village. At the request of the Village, the Architect shall supply the Village with any and all information that may have been developed by the Architect based on the GIS Data;
 - d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Architect's intended use thereof; and
 - e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Architect shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded reasonably sufficient access to the Architect's premises and data processing equipment to verify that all use of the GIS Data has been discontinued; provided, however, Architect may deny the Village access to data related to its other clients and projects, or other confidential or privileged data.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout by Owner throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, ~~represent if any, represent~~ the Architect's judgment as a design ~~professional-~~ professional pursuant to the Standard of Care. 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, assisting the Owner's cost consultant that is responsible for preparing estimates of the Cost of Work for any phase occurring after Phase 1, the Architect shall, upon Owner's request, provide information to the cost consultant for its use. To the extent Architect agrees to comment upon any such estimate, the Architect shall be permitted to include suggest that it include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate contribution to the Owner's cost consultant's estimate of the Cost of the Work shall may be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.5 If at any time the ~~Architect's~~ Owner'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~~ Owner, if requested by 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,~~ proposal by more than 5%, the Owner shall either:

...

§ 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. Owner shall contractually require Owner's consultants, any Other Designers, the Contractor, and any design-build Subcontractors, to make a similar warranty to Owner and Architect.

§ 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. Any reproduction or use of Architect's Instruments of Service for another project is strictly prohibited without Architect's prior written consent.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use ~~the Architect's Instruments of Service~~ the portions of the Architect's final Instruments of Service, in their final form, that were selected by Owner for inclusion in the Project (but not any alternate designs or work product that were not so selected by Owner) solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner ~~uses or Contractor (or any party acting by, or through, under, or on behalf of Owner or Contractor, or as their successors or assigns)~~ uses the Instruments of Service without retaining the authors of the Instruments of Service, or uses them without the authors' continued professional involvement, or uses them on another project, 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,~~ expenses 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 ~~7.3.1-7.3.1,~~ 7.3.1, except as required or authorized by law. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The waivers provided in this paragraph are hereby deemed irrevocable and shall survive completion of the Project and/or termination of this Agreement and/or the Contract for Construction.

...

§ 8.1.4 STEP NEGOTIATION

As a condition precedent to mediation or binding dispute resolution, Owner and Architect shall attempt in good faith to resolve any claim or dispute, as follows. Either party may give the other party written notice of any claim or dispute not resolved in the normal course of the Project. Such notice shall contain a reasonably detailed explanation, with supporting documents, of the claim or dispute. Senior executives or managers of the parties, at least one level senior to their employees with daily Project responsibility, if any, shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they deem reasonably necessary, to exchange relevant information and to attempt to resolve the claim, dispute, or other matter. If the claim or dispute has not been resolved within thirty (30) days from such written notice, either party may initiate mediation as provided herein.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject first to Step Negotiation, as provided in Section 8.1.4, and second 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.

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Litigation in a court of competent jurisdiction

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§ 8.5 Continued Performance During Disputes

Unless the Owner directs the Architect to suspend performance, the Architect shall continue performance of the services required under this Agreement, in accordance with the then-current approved schedule, during the pendency of any dispute arising out of this Agreement, and the Owner shall continue to pay amounts owed to the Architect in accordance with the terms of this Agreement.

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

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

...

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

...

§ 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. No person or entity other than Owner is intended to be a beneficiary of Architect's services under this Agreement. Contractor shall have no right to maintain any action in contract, tort, or otherwise directly against the Architect.

...

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

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Not applicable

...

(Insert percentage value)

Not applicable

.3 Other, Services billed hourly with a not to exceed maximum cost:

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. (Describe the method of compensation)~~

The total amount billed by the Architect for the Services under this Agreement may reach, but shall not exceed, One hundred twenty thousand dollars (\$120,000.00) (the not-to-exceed "Agreement Amount"), as outlined in Exhibit C – Hourly Rates, which amount shall include reimbursable expenses authorized by Section 11.8 and all amounts billed by Consultants. No amendment or modification to this Agreement, including, without limitation, an amendment to the Agreement Amount, shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by all parties.

Phase 2 services, scope, terms, and fees, if any, will be negotiated as an amendment to this Agreement.

§ 11.1.3.1 The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Section 11.1.3 of this Agreement, without the prior express written authorization of the Village. All reimbursable expenses should be incorporated in the proposed Agreement Amount.

~~.3 Other~~ § 11.1.3.2 If the services of an outside consultant or professional are recommended/needed, including those identified in Section 1.1.11.1, above, those costs shall be itemized separately on the Architect's bill to the Village. For the avoidance of doubt, the Village will not pay any amount exceeding the Agreement Amount without the parties' prior approval of an amendment to this Agreement.

~~(Describe the method of compensation)~~ § 11.1.3.3 The Architect shall be reimbursed for services performed based upon the number of hours worked multiplied by the agreed upon hourly rate of pay for the job title of the person performing the service, inclusive of reimbursable expenses, up to the Agreement Amount, as it may be amended or modified.

§ 11.1.3.4 The Architect shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Architect for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

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In accordance with Exhibit C.

...

In accordance with Exhibit C.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

...

Not Applicable

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Not applicable, hourly billing.

...

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

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In accordance with Exhibit C.

...

§ 11.8 Compensation for Reimbursable Expenses – Not Applicable; Included in Agreement Amount

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

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.8.3 Taxes, Benefits and Royalties.

The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Architect.

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

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

Intentionally Left Blank.

...

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

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon~~ within thirty (30) days of presentation of the Architect's invoice. Amounts unpaid fifty (50) 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.)*

~~%~~ set forth in the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

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

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

§ 11.10.2.2 The Architect shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Architect. The Village shall pay to the Architect the amount identified on any complete invoice within 50 days after its receipt and approval of such an invoice.

§ 11.10.2.3 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.

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

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§ 12.1 Limited Liability Entity.

The Owner acknowledges that the Architect (Woodhouse Tinucci Architects LLC) and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any owner, member, director, officer or employee of the Architect, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual owners, members, directors, officers or employees.

§ 12.2 Limitation of Liability to Amount of Insurance.

Notwithstanding anything to the contrary, Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to an amount equal to the coverage and proceeds available under the Architect's applicable insurance policy.

§ 12.3 Responsibility for Product Suitability.

With regard to new equipment, materials, and products (collectively "Products") required by the Construction Documents, it is understood the Architect is relying on stated and implied representations made by manufacturers, suppliers and installers of such Products as being suitably fit for their intended purposes. The Architect is not responsible for the Product's failure to perform consistently with those representations, subject to Architect's obligation to perform in accordance with the Standard of Care.

§ 12.4 Hidden Conditions.

Notwithstanding anything to the contrary, Owner acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires

a change in the design or construction work, the costs of such a change are solely Owner's, and Architect shall have no responsibility for any resulting costs or damages. If Architect's services include the design of repairs based on a review of existing conditions of the building, Owner acknowledges that Architect is working from imperfect information, and Architect does not warrant that it will have seen and designed repairs for every condition.

§ 12.5 Responsibility for Code Compliance.

Notwithstanding anything to the contrary, the Architect shall abide by the Standard of Care in endeavoring to conform the Drawings and Specifications to all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements applicable to the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

§ 12.6 Accessibility.

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations (collectively, "Accessibility Requirements") will be subject to various and possibly contradictory interpretations. The Architect, therefore, will abide by the Standard of Care to interpret applicable Accessibility Requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Project will comply with all possible interpretations of the Accessibility Requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner for any non-compliance unless Architect violates the Standard of Care, and in such case, only to the extent such violation is the proximate cause of damages sustained by the Owner. The Owner acknowledges it has been advised by the Architect to retain a consultant (an Accessibility Consultant) to review the existing as-built conditions and the Project plans, specifications, and construction for compliance with the Accessibility Requirements. The Owner recognizes it has certain obligations under the applicable Accessibility Requirements, and will obtain appropriate legal and other counsel regarding the same.

§ 12.7 Notices.

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("e-mail"); notwithstanding anything to the contrary, however, any notice provided in a manner other than via e-mail shall also be accompanied by a courtesy copy of the notice to the email addresses below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043
Attention: Village Manager

E-mail: pbrennan@vok.org

With a copy to:
Ancel Glink, P.C.
140 South Dearborn St., 6th Flr.
Chicago, IL 60603
Attention: Kenilworth Counsel
E-mail: gjones@ancelglink.com

Notices and communications to the Architect shall be addressed to, and delivered at, the following address:

Andy Tinucci
Woodhouse Tinucci Architects LLC
230 W Superior 6th Floor
Chicago, IL 60654
a.tinucci@woodtinarch.com

With a courtesy copy to its counsel:

Jeremy Baker, Esq.
Baker Law Group LLC
790 Estate Drive, Suite 200
Deerfield, IL 60626
jbaker@buildchicagolaw.com

Notwithstanding anything to the contrary, notice to Architect shall be effective when delivered, in accordance with the requirements of Section 12.7, above, when delivered to Architect (as opposed to its counsel); provided, however, Owner must provide a courtesy copy of notice to Architect's counsel in each instance where Owner provides notice.

§ 12.8 Credit and Publicity

Architect shall not issue any news releases, utilize the Services provided in any marketing material or make other public statements regarding the Services without prior written approval from the Village Manager, or until after Village has issued similar such information.

§ 12.9 Assignment

This Agreement may not be assigned by the Village or by the Architect without the prior written consent of the other party.

§ 12.10 Third Party Beneficiary

No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Architect shall be made or be valid against the Village.

§ 12.11 Provisions Severable

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

§ 12.12 Time

Time is an important factor in the performance of this Agreement.

§ 12.13 Governing Laws

This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

§ 12.14 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Architect with respect to

the Proposal and the Services.

§ 12.15 Waiver

No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

§ 12.16 Exhibit

Exhibits A, C, and D are attached hereto, and by this reference incorporated in and made a part of this Agreement.

§ 12.17 Rights Cumulative

Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

§ 12.17 Counterpart Execution

This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

PAGE 31

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

...

Other Exhibits incorporated into this Agreement:

...

EXHIBIT A: Description of 2023 Lakefront Enhancement Project and Scope of Services (the "Work"), dated 10/28/2022, 4 pages.

EXHIBIT B: Not used.

EXHIBIT C: Compensation Exhibit, dated 10/28/2022, 1 page.

EXHIBIT D: Insurance Coverages Exhibit, dated 10/28/2022, 1 pages.

...

ARTICLE 14 ARCHITECT'S INFORMATION

Architect's Status: Illinois limited liability company

This Agreement Architect's Name: Woodhouse Tinucci Architects LLC

Doing Business As (if different): not applicable

Signature of Architect or Authorized Agent: see signature block below

Printed Name: Andy Tinucci

Title/Position: Authorized signatory

Architect's Business Address: see page 1 of the Agreement

Architect's Business Telephone: 312-943-3120

Architect's E-mail Address: a.tinucci@woodtinarch.com

If a Corporation or Partnership, list all Officers or Partners: not applicable, Architect is an LLC

***** SIGNATURES ON NEXT PAGE *****

This Agreement, for Phase 1 services, entered into as of the day and year first written above.

Village of Kenilworth
PAGE 33

Woodhouse Tinucci Architects LLC

Andy Tinucci, not personally, but as an authorized
signatory for Woodhouse Tinucci Architects LLC

[Handwritten signature]

[Faint handwritten text]

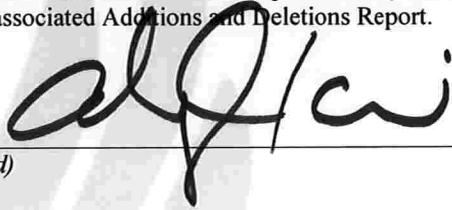
[Faint handwritten date: 11/10/2022]



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:08:02 ET on 11/07/2022 under Order No. 2114358892 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

MANAGER

(Title)

11.10.2022

(Dated)



January 17, 2024

Woodhouse Tinucci Architects
230 W. Superior, 6th Flr
Chicago, IL 60654

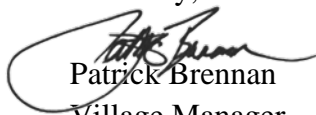
Dear Mr. Tinucci:

Thank you for providing the Phase 2 amendment for the design development phase under our Agreement dated November 11, 2022. Please accept this letter as the notice to proceed with the Design Development phase for the Full Project scope.

As we have discussed, the Village is seeking voter authority to issue bonds in the amount of \$2.5 million. These funds are necessary for the Village to be able to fund the Full Project scope, in addition to another \$2.5 million from other sources. Please make best effort to front load your efforts into areas that would have also been covered under the Moderate Plus scope until the results of the March 19th election are known. It is understood that it is necessary to work on Full Scope project in order to achieve the target of issuing bids later in 2024.

Thank you again for your efforts on this project. Your professionalism and ability to convey your vision to the community is greatly appreciated.

Sincerely,



Patrick Brennan
Village Manager

pbrennan@vok.org

847-251-1666, ext. 5250

Attach: Exhibit D, Phase 2, Design Development dated 01/10/2024

Village of Kenilworth
2024 Lakefront Enhancement Project
01/10/2024

EXHIBIT D – Design Development Amendment to Agreement dated 11/11/2022

Article 1 INITIAL INFORMATION is amended as follows:

1.1.1 Owner's Program for the Project

The Owner's program for the project is based on the work from Phase 1 of the project which brought the project through Schematic Design.

The project scope involves the re-design of multiple areas of the site including:

- Overlook and access/circulation from Kenilworth Avenue to the plaza and swimming beach
- Renovation of the Water Plant building to accommodate new use
- Renovation of the north activity area to improve boat storage options and use

New scope included in the renovation includes all scope indicated within the "Full Project" option from the 11/30/2023 public presentation and includes the following:

- Public Restrooms
- Changing Area w/showers and lockers
- Seasonal Equipment Storage
- Overlook for active/passive use
- Newly landscaped areas along the plaza to reduce pavement
- Improved beach area with increased shade measures
- Outdoor Shower
- Temporary Storage Lockers
- Light food service
- Year-round multi-purpose/event space
- Watercraft Storage

Note that the Shoreline Protection aspects of the project have been moved into another project scope and are no longer part of the project. Design elements from the Shoreline Protection project will be incorporated into this project.

1.1.3 Project Budget

The project budget was estimated during the Schematic Design phase at +/- \$8,400,000.

1.1.4.1 Project Schedule

The Design Development phase will commence immediately upon approval of this contract amendment and is expected to take 20 weeks. This anticipates that construction documents could begin in early June and be complete in time for start of construction start after Labor Day, September 2, 2024.

1.1.11.1 Project Team

WTA anticipates the following consultants will be utilized during this phase:

- Civil Engineering
- Landscape Architecture
- Structural Engineering
- MEP/FP Engineering
- [Note: Cost Consulting and Coastal Engineering have been removed for Phase 2](#)

Article 3 SCOPE OF ARCHITECT'S BASIC SERVICES is amended as follows

3.3 PHASE 2 - DESIGN DEVELOPMENT

METHODOLOGY

Based on the Owner's approval of the Schematic Design Scope and design elements and the Owner's confirmation of Project requirements and the budget for the Cost of the Work, the design team will develop the agreed upon park site and building design illustrating all rooms and amenities. Preliminary engineering calculations will be completed, and system types reviewed. The architectural team will study the massing and building elevations in detail, and site development will be refined with the landscape architect. Regular meetings will be held with the client and user groups as well as with the authority having jurisdiction for all code issues and municipal standards and approvals.

Two meetings with the public are anticipated to confirm and vet the developing design strategies. Public feedback will be incorporated into the developing design documents.

Design development will be reviewed with the client team and the final DD project update will be delivered to the Board of Trustees. Feedback will be incorporated into the working drawings and specifications in the Construction Documents Phase.

TASKS

- Regular Design Development meetings with Owner
- 2 Public Meetings with the community and 1 Board Presentation
- Develop design for all aspects of the project with the community and project committee
- Outline Project Specifications
- Confirm Sustainability Goals are being achieved

Architecture

- Site development refinement.
- Floor plans with detailed room layouts.
- Detailed massing and exterior elevations.
- Building sections
- Typical details
- Detailed Code Review
- Material palette and color board
- Computer renderings (pre referendum and post)
- Outline Specifications.
- Coordination of all consultants
- Deliverables at project milestones
- 2 Public Meetings and 1 Board Presentation

Civil Engineering

- Site plan with preliminary grades
- Site infrastructure improvements
- Site utility improvements
- Public Way improvements
- Typical construction details

Landscape Architecture

- Site lighting design
- Landscape plan
- Site furnishing schedule
- Preliminary planting schedule and details

Structural Engineering

- Structural systems options recommendation
- Structural framing layout
- Roof structure layout
- Foundation plan and typical details
- Final Building Code Review
- Outline Specifications
- Please note that there are still several unknowns related to the structural design requirements for the project including a potential requirement for seismic analysis, a new IBC code requirement. This scope has been excluded from the current fee, but please note in Section 11, Compensation, that we are requesting an allowance for these potential additional services.

Additionally, some exploratory demolition will need to be completed by a contractor for the structural engineer to evaluate the existing conditions of the water plant more fully. This work should be planned for later in the Design Development phase. Structural fees have been included in this proposal, but the cost to perform the demolition has not.

MEP/FP Engineering

- Preliminary system routing and engineering
- Preliminary equipment sizing and selection
- Preliminary lighting selection and layout
- Layout of power, data, and IT.
- Detailed Code Review
- Outline Specifications

Woodhouse Tinucci Architects

Cost Estimating (excluded from DD phase)

- Note 3.3.2 and 3.3.3 are removed from the contract.
- Can be provided as an additional service

Phase 2 DELIVERABLES

- Site Plans (grading, utility, landscape)
- Floor Plans
- Elevations
- Sections
- Preliminary Details
- Structural Framing Plans
- MEP/FP Plans with preliminary equipment
- Building Code Synopsis
- Outline Specifications / System Descriptions
- Computer Generated Renderings

Article 11 COMPENSATION is amended as follows:

11.1.3 Other, Services billed hourly with a not to exceed maximum cost:

The total amount billed by the Architect for the Phase 2 Services under this Agreement may reach, but shall not exceed, Two Hundred Seventy-Four Thousand Six Hundred Dollars (\$ 274,600.00) (the not-to-exceed "Agreement Amount"), as outlined in the amended Exhibit C - Hourly Rates, which amount shall include reimbursable expenses authorized by Section 11.8 and all amounts billed by consultants. No amendment or modification to this Agreement, including, without limitation, an amendment to the Agreement Amount, shall be elective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by all parties.

Additionally, a separate structural allowance to cover potential but yet unknown structural engineering requirements in the amount of Forty Thousand Dollars (\$15,000) should be allocated for additional structural engineering and calculations for elements of the project that are yet unresolved (ramps/guardrails/etc) and the potential for additional seismic analysis per the new International Building Code.

Woodhouse Tinucci Architects

EXHIBIT C is amended as follows:

2024 PHASE 2 HOURLY RATES

Woodhouse Tinucci Architects

Principal	\$195.00
Senior Associate	\$155.00
Project Manager	\$135.00
Project Architect	\$125.00
Staff Architect	\$115.00
Architectural Designer	\$100.00
Architectural Intern	\$90.00

Gewalt Hamilton Associates

Principal	\$264.00
Project Manager II	\$202.00
Engineer V	\$192.00
Engineer III	\$170.00
Engineer II	\$152.00
Engineer Tech IV	\$166.00

Klein & Hoffman

Sr. Principal	\$390.00
Sr. Assoc. II	\$260.00
Sr. Assoc. II	\$245.00
Assoc. III	\$205.00
CADD II	\$135.00

Affiliated Engineers

Principal	\$225.00
Project Engineer	\$175.00
Senior Engineer	\$165.00
Staff Engineer	\$130.00

Hitchcock Design Group

Sr Principal	\$260.00
Principal	\$230.00
Associate	\$150.00
Jr Associate	\$130.00

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2024-26**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE LAKEFRONT
IMPROVEMENT PROJECT AGREEMENT WITH WOODHOUSE TINUCCI ARCHITECTS LLC
TO COMPLETE THE DESIGN DEVELOPMENT PHASE
IN THE NOT TO EXCEED AMOUNT OF \$46,800**

WHEREAS, the Village of Kenilworth ("Village") is an Illinois municipal corporation located in Cook County, Illinois; and

WHEREAS, the Village commenced the Lakefront Improvement Project in 2022 to repurpose the existing Water Treatment Plant into a beach amenity facility; and

WHEREAS, on or about November 11, 2022, the Village and Woodhouse Tinucci Architects LLC ("WTA") entered into an Agreement to commence the Design Development phase of the project ("**Original Agreement**") authorizing WTA to perform certain services in an amount not to exceed \$120,000; and

WHEREAS, on or about February 20, 2024, the Village and WTA amended the Original Agreement to modify the scope of services and increase the contract amount by an additional amount not to exceed \$290,000 ("**First Amendment**"); and

WHEREAS, the Village finds that WTA has satisfactorily performed the services required by the Original Agreement, as amended; and

WHEREAS, the Village desires to further amend the Original Agreement ("**Second Amendment**") to again modify WTA's scope of services to complete the design development phase of work and increase the contract amount by an additional amount not to exceed \$46,800, all as set forth in this Resolution; and

WHEREAS, the President and Board of Trustees determined that it will serve and be in the best interests of the Village and its residents to amend the Original Agreement in accordance with this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Recitals and Exhibits. The foregoing recitals and all Exhibits attached to this Resolution are incorporated in and made a part of this Resolution by this reference.

Section 2. Original Agreement Amended. The President and Board of Trustees hereby approve the Second Amendment to increase the total Agreement amount to \$336,800.

Section 3. Authority. The Board of Trustees hereby authorize and direct the Village Manager and Village Clerk to execute, on behalf of the Village, the Second Amendment in a form approved by the Village Attorney, and the Village Manager is authorized and directed to take all steps necessary to administer and enforce the Original Agreement, as amended.

Section 4. Conflict. Any conflict or inconsistency between the Original Agreement, the First Amendment, and the Second Amendment shall be resolved in favor of the Second

Amendment. All provisions of the Original Agreement and First Amendment not expressly modified by the Second Amendment shall remain in full force and effect.

Section 5. Repeal. All ordinances, resolutions, or parts thereof in conflict with this Resolution are hereby repealed to the extent and only to the extent they are in conflict with this Resolution.

Section 6. Validity. Any section or provision of this Resolution that is construed to be invalid or void shall not affect the remaining sections or provisions of this Resolution, which shall remain in full force and effect.

Section 7. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval by a vote of the requisite majority of the members of the Village Board.

(signature page follows)

Passed this 28th day of October, 2024.

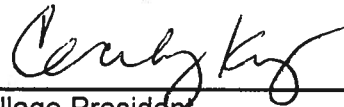
AYES: Ransford, Ottsen, Hannus, Kelly, Gottschall, Lojkovic

NAYS: None

ABSENT: None

ABSTAIN: None

Approved this 28th day of October, 2024.



Village President

ATTEST:



Village Clerk

EXHIBIT 1

Second Amendment

[attached]

Village of Kenilworth
2024-26 Lakefront Enhancement Project
10/11/2024

EXHIBIT E – Design Development Completion, Early Demolition, and Construction Documents through Project Closeout Amendment to Agreement dated 11/11/2022

Article 1 INITIAL INFORMATION is amended as follows:

1.1.1 Owner's Program for the Project

The Owner's program for the project is based on the work from Phase 1 of the project which brought the project through Schematic Design.

The project scope involves the re-design of multiple areas of the site including:

- Overlook and access/circulation from Kenilworth Avenue to the plaza and swimming beach
- Renovation of the Water Plant building to accommodate new use
- Renovation of the north activity area to improve boat storage options and use

New scope included in the renovation includes all scope indicated within the "Full Project" option from the 11/30/2023 public presentation and includes the following:

- Public Restrooms
- Changing Area w/showers and lockers
- Seasonal Equipment Storage
- Overlook for active/passive use
- Newly landscaped areas along the plaza to reduce pavement
- Improved beach area with increased shade measures
- Outdoor Shower
- Temporary Storage Lockers
- Light food service
- Year-round multi-purpose/event space
- Watercraft Storage

Note that the Shoreline Protection aspects of the project have been moved into another project scope and are no longer part of the project. Design elements from the Shoreline Protection project will be incorporated into this project.

1.1.3 Project Budget

The project budget was estimated during the Schematic Design phase at +/- \$8,400,000 and remains the project budget.

1.1.4.1 Project Schedule

This amendment will cover all remaining professional services for the Lakefront Enhancement Project including the completion of the Design Development phase, including working with the Construction Manager to confirm the budget for the project. We anticipate immediately moving into an early demolition phase with that construction work anticipated in the Spring of 2025, and then moving into the Construction Documentation Phase of the project with Construction Administration Phase services to commence in September 2025 concluding with project closeout by June of 2026.

1.1.11.1 Project Team

WTA anticipates the following consultants will be utilized during this phase:

- Civil Engineering
- Landscape Architecture
- Structural Engineering
- MEP/FP Engineering

Note: All cost and constructability consulting along with General Contracting will be administered by the Village of Kenilworth's Construction Manager.

Woodhouse Tinucci Architects

Article 3 SCOPE OF ARCHITECT'S BASIC SERVICES is amended as follows

3.3 PHASE 2.1 - DESIGN DEVELOPMENT ADDITIONAL SERVICES AND COMPLETION / CM ENGAGEMENT

METHODOLOGY

Design Development is anticipated to conclude 10/18/2024, but with the engagement of the CM, services will continue in order to assist the CM with budgeting the project.

Additionally, through the DD phase, some additional services were added to the project that included:

- Additional SD/DD design services on the access ramp.
- Additional design renderings for fundraising.
- Additional review and testing of the existing water plant facility.
- Additional assistance in the CM engagement process.
- Additional assistance with ComEd utility relocation efforts.

TASKS

- Regular Design Development meetings with Owner
- Additional design meetings with structural engineer and testing company.
- Renderings for fundraising.
- Assistance with CM Engagement and Procurement.

Architecture

- Schematic Design Drawings
- 3d views and renderings
- Meetings with testing company.
- Meetings with VOK and CM for during procurement process.

Civil Engineering

- Additional survey and grading analysis

Structural Engineering

- Additional analysis of existing structure including engagement with testing company.

3.4 PHASE 2.1 – CONSTRUCTION DOCUMENTS PHASE SERVICES – EARLY DEMOLITION

METHODOLOGY

Based on approved design documents, we will prepare thorough construction documents for the early phase demolition of the interior of the water plant. Documentation will set forth in detail the requirements for demolition phase services through both drawings and specifications, including all sustainable requirements. As part of the early phase demo, we will be fully engaged in all zoning, permit, and other municipal reviews and approvals to ensure permits are obtained for early phase demolition work.

Coordination meetings will be held on a bi-weekly basis with VOK and CM. The schedule will be updated and reviewed, and action will be taken to rectify any deviation. Quality reviews of all material in progress at successive stages will yield valuable input to the preparation of the comprehensive documents.

DELIVERABLES

- 50% and 90% Progress drawings and specifications documents for review.
- Bi-Weekly VOK coordination meeting minutes.
- Permit and Bid documents.
- Project Manual and Bid Specifications.
- Minutes of meetings with City Officials.
- Village Board of Trustees project update presentation.

Architecture

- Construction Documents and Bid Specifications

Civil Engineering

- Construction Documents and Bid Specifications

Structural Engineering

- Construction Documents and Bid Specifications

Landscape Architecture

- Construction Documents and Bid Specifications

Exclusions

VOK has engaged a CM at Risk who will be responsible for cost estimating and bidding the project. Bidding assistance will be provided by WTA as part of architectural services, but cost estimating and fully bidding of the project will be the responsibility of VOK's CM.

Woodhouse Tinucci Architects

3.4 PHASE 2.1 – CONSTRUCTION DOCUMENTS PHASE SERVICES – FULL CONSTRUCTION

METHODOLOGY

Based on approved design documents, we will prepare thorough construction documents that set forth in detail the requirements for construction through both drawings and specifications, including all sustainable requirements. We utilize industry-standard software and specification templates to ensure efficiency, accuracy and clarity throughout our documentation. We are fully engaged in all zoning, permit, and other municipal reviews and approvals and utilize internal quality control measures to ensure accuracy within our work.

Final construction contract documents are prepared and coordinated by our technical team. Input from each successive review phase will be incorporated. Coordination meetings will be held on a weekly basis with team members. The schedule will be updated and reviewed and action will be taken to rectify any deviation. Quality reviews of all material in progress at successive stages will yield valuable input to the preparation of the comprehensive documents.

DELIVERABLES

- 50% and 90% Progress drawings and specifications documents for review.
- Bi-Weekly VOK coordination meeting minutes.
- Permit and Bid documents.
- Project Manual and Bid Specifications.
- Minutes of meetings with City Officials.
- Village Board of Trustees project update presentation.

Architecture

- Construction Documents and Bid Specifications

Civil Engineering

- Construction Documents and Bid Specifications
- Wetland delineation as required by MWRD

Structural Engineering

- Construction Documents and Bid Specifications

Landscape Architecture

- Construction Documents and Bid Specifications

Exclusions

VOK has engaged a CM at Risk who will be responsible for cost estimating and bidding the project. Bidding assistance will be provided by WTA as part of architectural services, but cost estimating and bidding will be the responsibility of VOK's CM.

3.5 PHASE 2.1 – PROCUREMENT (AND PERMITTING) PHASE SERVICES

METHODOLOGY

Based on approved construction documents, we assist the VOK and the VOK's CM in bidding and permitting the project for final construction. We will be engaged in all municipal reviews and approval processes to ensure the project is properly permitted in time for construction in September 2025.

Bid addenda and RFI responses will be provided to ensure clarity in the bidding process.

Permitting clarifications and drawing modifications will be issued as necessary to obtain necessary permits.

As the CM bids the work, we will work with the CM and Owner to vet all cost proposals to ensure all costs have been incorporated, reducing the risk of future change orders.

DELIVERABLES

- Attend any necessary municipal meetings for permit approval.
- Bi-Weekly coordination meetings.
- Bid addenda and RFI responses.
- Permit clarifications.
- Bidding assistance to CM and bid scope reviews as necessary.

Architecture

- Bid addenda, RFI and permit responses.

Civil Engineering

- Bid addenda, RFI and permit responses.
- Site and stormwater permitting through MWRD

Structural Engineering

- Bid addenda, RFI and permit responses.

Landscape Architecture

- Bid addenda, RFI and permit responses.

Exclusions

VOK has engaged a CM at Risk who will be responsible for cost estimating and bidding the project. Bidding assistance will be provided by WTA as part of architectural services, but cost estimating and bidding will be the responsibility of VOK's CM.

Woodhouse Tinucci Architects

3.6 PHASE 2.1 – CONSTRUCTION PHASE SERVICES

METHODOLOGY

Excellent designs only become distinguished projects if the commitment to construction administration is performed with the same enthusiasm as the other stages of our process. We truly love the act of construction. We involve ourselves deeply in the process - pouring over submittals and shop drawings to assure accuracy; and we frequently visit the jobsite to ensure the highest levels of craft are being obtained.

We will provide normal field review to determine general conformance of the construction to the design intent. We will report on progress or problems and issue appropriate instructions. We will administer the construction contract including preparation of site instructions, change orders, and review and preparation of certificates for payment.

After you occupy the building, we will remain your partners as all remaining construction issues are resolved and all mechanical systems are calibrated. We will conduct post occupancy conversations to ensure lessons are learned and all objectives are not only met but exceeded, and we will provide fully updated as-built drawings so that you have a single accurate resource that documents the construction. Finally, eleven months after substantial completion we will ring you to set up a warranty walk-through and facilitate the necessary warranty repairs.

DELIVERABLES

- Site reports.
- Review shop drawings.
- Construction communications.
- Supplementary drawings.
- Proposed Change Notices.
- Certificate of Progress.
- Substantial Performance Deficiency list.
- Ongoing public engagement/project progress update activities

Woodhouse Tinucci Architects

Article 11 COMPENSATION is amended as follows:

11.1.3 Other, Services billed hourly with a not to exceed maximum cost:

The total amount billed by the Architect for the Phase 2.1 Services under this Agreement may reach, but shall not exceed, Six Hundred Forty-Four Thousand Five Hundred Dollars (\$ 644,500.00) (the not-to-exceed "Agreement Amount"), as outlined in the amended Exhibit C - Hourly Rates, which amount shall include reimbursable expenses authorized by Section 11.8 and all amounts billed by consultants. No amendment or modification to this Agreement, including, without limitation, an amendment to the Agreement Amount, shall be elective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by all parties.

Fee Proposal - Phase 2.1 – DD completion, CD, BN, CA Phases

Team	DD Add Serv	Early Demo	CD	BN	CA	Total Fee
WTA	\$30,000	\$60,000	\$155,000	\$20,000	\$85,000	
Sub-Consultants						
GHA (civil)	\$6,800		\$25,000	\$11,000	\$17,000	
HDG (landscape)			\$35,000	\$6,800	\$20,200	
K&H (structural)	\$10,000		\$71,500	\$5,000	\$30,000	
AEI (mep)			\$40,000	\$2,000	\$16,000	
Phase Totals	\$46,800	\$60,000	\$326,500	\$44,800	\$168,200	\$646,300

Woodhouse Tinucci Architects

EXHIBIT C is amended as follows:

2024 PHASE 2 HOURLY RATES

Woodhouse Tinucci Architects

Principal	\$195.00
Senior Associate	\$165.00
Project Manager	\$135.00
Project Architect	\$125.00
Staff Architect	\$115.00
Architectural Designer	\$100.00
Architectural Intern	\$90.00

Gewalt Hamilton Associates

Principal	\$264.00
Project Manager II	\$202.00
Engineer V	\$192.00
Engineer III	\$170.00
Engineer II	\$152.00
Engineer Tech IV	\$166.00

Klein & Hoffman

Sr. Principal	\$390.00
Sr. Assoc. II	\$260.00
Sr. Assoc. II	\$245.00
Assoc. III	\$205.00
CADD II	\$135.00

Affiliated Engineers

Principal	\$225.00
Project Engineer	\$175.00
Senior Engineer	\$165.00
Staff Engineer	\$130.00

Hitchcock Design Group

Sr Principal	\$260.00
Principal	\$230.00
Associate	\$150.00
Jr Associate	\$130.00

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2024-27**

**A RESOLUTION APPROVING A THIRD AMENDMENT TO THE LAKEFRONT
IMPROVEMENT PROJECT AGREEMENT WITH WOODHOUSE TINUCCI ARCHITECTS LLC
TO COMPLETE THE EARLY DEMOLITION AND CONSTRUCTION PHASES
IN THE NOT TO EXCEED AMOUNT OF \$599,500**

WHEREAS, the Village of Kenilworth ("**Village**") is an Illinois municipal corporation located in Cook County, Illinois; and

WHEREAS, the Village commenced the Lakefront Improvement Project in 2022 to repurpose the existing Water Treatment Plant into a beach amenity facility; and

WHEREAS, on or about November 11, 2022, the Village and Woodhouse Tinucci Architects ("**WTA**") entered into an Agreement to commence the Design Development phase of the project (as amended, "**Original Agreement**") authorizing WTA to perform certain services in an amount not to exceed \$120,000, which Original Agreement was subsequently amended two times; and

WHEREAS, the Village finds that WTA has satisfactorily performed the services required by the Original Agreement; and

WHEREAS, the Village desires to further amend the Original Agreement ("**Third Amendment**") to again modify WTA's scope of services to include early demolition and construction documents and increase the contract amount by an additional amount not to exceed \$599,500, all as set forth in this Resolution; and

WHEREAS, the President and Board of Trustees determined that it will serve and be in the best interests of the Village and its residents to amend the Original Agreement in accordance with this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Recitals and Exhibits. The foregoing recitals and all Exhibits attached to this Resolution are incorporated in and made a part of this Resolution by this reference.

Section 2. Original Agreement Amended. The President and Board of Trustees hereby approve the Third Amendment to expand WTA's scope of services to include early demolition and construction documents and to increase the total Agreement amount by an additional amount not to exceed \$599,500.

Section 3. Authority. The Board of Trustees hereby authorize and direct the Village Manager and Village Clerk to execute, on behalf of the Village, the Third Amendment in a form approved by the Village Attorney, and the Village Manager is authorized and directed to take all steps necessary to administer and enforce the Original Agreement.

Section 4. Conflict. Any conflict or inconsistency between the Original Agreement and the Third Amendment shall be resolved in favor of the Third Amendment. All provisions of

the Original Agreement not expressly modified by the Third Amendment shall remain in full force and effect.

Section 5. Repeal. All ordinances, resolutions, or parts thereof in conflict with this Resolution are hereby repealed to the extent and only to the extent they are in conflict with this Resolution.

Section 6. Validity. Any section or provision of this Resolution that is construed to be invalid or void shall not affect the remaining sections or provisions of this Resolution, which shall remain in full force and effect.

Section 7. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval by a vote of the requisite majority of the members of the Village Board.

(signature page follows)

Passed this 28th day of October, 2024.


AYES: Ransford, Ottsen, Hannus, Kelly, Gottschall, Lojkovic

NAYS: None

ABSENT: None

ABSTAIN: None

Approved this 28th day of October, 2024.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

Third Amendment

Village of Kenilworth
2024-26 Lakefront Enhancement Project
10/11/2024

EXHIBIT E – Design Development Completion, Early Demolition, and Construction Documents through Project Closeout Amendment to Agreement dated 11/11/2022

Article 1 INITIAL INFORMATION is amended as follows:

1.1.1 Owner's Program for the Project

The Owner's program for the project is based on the work from Phase 1 of the project which brought the project through Schematic Design.

The project scope involves the re-design of multiple areas of the site including:

- Overlook and access/circulation from Kenilworth Avenue to the plaza and swimming beach
- Renovation of the Water Plant building to accommodate new use
- Renovation of the north activity area to improve boat storage options and use

New scope included in the renovation includes all scope indicated within the "Full Project" option from the 11/30/2023 public presentation and includes the following:

- Public Restrooms
- Changing Area w/showers and lockers
- Seasonal Equipment Storage
- Overlook for active/passive use
- Newly landscaped areas along the plaza to reduce pavement
- Improved beach area with increased shade measures
- Outdoor Shower
- Temporary Storage Lockers
- Light food service
- Year-round multi-purpose/event space
- Watercraft Storage

Note that the Shoreline Protection aspects of the project have been moved into another project scope and are no longer part of the project. Design elements from the Shoreline Protection project will be incorporated into this project.

1.1.3 Project Budget

The project budget was estimated during the Schematic Design phase at +/- \$8,400,000 and remains the project budget.

1.1.4.1 Project Schedule

This amendment will cover all remaining professional services for the Lakefront Enhancement Project including the completion of the Design Development phase, including working with the Construction Manager to confirm the budget for the project. We anticipate immediately moving into an early demolition phase with that construction work anticipated in the Spring of 2025, and then moving into the Construction Documentation Phase of the project with Construction Administration Phase services to commence in September 2025 concluding with project closeout by June of 2026.

1.1.11.1 Project Team

WTA anticipates the following consultants will be utilized during this phase:

- Civil Engineering
- Landscape Architecture
- Structural Engineering
- MEP/FP Engineering

Note: All cost and constructability consulting along with General Contracting will be administered by the Village of Kenilworth's Construction Manager.

Woodhouse Tinucci Architects

Article 3 SCOPE OF ARCHITECT'S BASIC SERVICES is amended as follows

3.3 PHASE 2.1 - DESIGN DEVELOPMENT ADDITIONAL SERVICES AND COMPLETION / CM ENGAGEMENT

METHODOLOGY

Design Development is anticipated to conclude 10/18/2024, but with the engagement of the CM, services will continue in order to assist the CM with budgeting the project.

Additionally, through the DD phase, some additional services were added to the project that included:

- Additional SD/DD design services on the access ramp.
- Additional design renderings for fundraising.
- Additional review and testing of the existing water plant facility.
- Additional assistance in the CM engagement process.
- Additional assistance with ComEd utility relocation efforts.

TASKS

- Regular Design Development meetings with Owner
- Additional design meetings with structural engineer and testing company.
- Renderings for fundraising.
- Assistance with CM Engagement and Procurement.

Architecture

- Schematic Design Drawings
- 3d views and renderings
- Meetings with testing company.
- Meetings with VOK and CM for during procurement process.

Civil Engineering

- Additional survey and grading analysis

Structural Engineering

- Additional analysis of existing structure including engagement with testing company.

3.4 PHASE 2.1 – CONSTRUCTION DOCUMENTS PHASE SERVICES – EARLY DEMOLITION

METHODOLOGY

Based on approved design documents, we will prepare thorough construction documents for the early phase demolition of the interior of the water plant. Documentation will set forth in detail the requirements for demolition phase services through both drawings and specifications, including all sustainable requirements. As part of the early phase demo, we will be fully engaged in all zoning, permit, and other municipal reviews and approvals to ensure permits are obtained for early phase demolition work.

Coordination meetings will be held on a bi-weekly basis with VOK and CM. The schedule will be updated and reviewed, and action will be taken to rectify any deviation. Quality reviews of all material in progress at successive stages will yield valuable input to the preparation of the comprehensive documents.

DELIVERABLES

- 50% and 90% Progress drawings and specifications documents for review.
- Bi-Weekly VOK coordination meeting minutes.
- Permit and Bid documents.
- Project Manual and Bid Specifications.
- Minutes of meetings with City Officials.
- Village Board of Trustees project update presentation.

Architecture

- Construction Documents and Bid Specifications

Civil Engineering

- Construction Documents and Bid Specifications

Structural Engineering

- Construction Documents and Bid Specifications

Landscape Architecture

- Construction Documents and Bid Specifications

Exclusions

VOK has engaged a CM at Risk who will be responsible for cost estimating and bidding the project. Bidding assistance will be provided by WTA as part of architectural services, but cost estimating and fully bidding of the project will be the responsibility of VOK's CM.

Woodhouse Tinucci Architects

3.4 PHASE 2.1 – CONSTRUCTION DOCUMENTS PHASE SERVICES – FULL CONSTRUCTION

METHODOLOGY

Based on approved design documents, we will prepare thorough construction documents that set forth in detail the requirements for construction through both drawings and specifications, including all sustainable requirements. We utilize industry-standard software and specification templates to ensure efficiency, accuracy and clarity throughout our documentation. We are fully engaged in all zoning, permit, and other municipal reviews and approvals and utilize internal quality control measures to ensure accuracy within our work.

Final construction contract documents are prepared and coordinated by our technical team. Input from each successive review phase will be incorporated. Coordination meetings will be held on a weekly basis with team members. The schedule will be updated and reviewed and action will be taken to rectify any deviation. Quality reviews of all material in progress at successive stages will yield valuable input to the preparation of the comprehensive documents.

DELIVERABLES

- 50% and 90% Progress drawings and specifications documents for review.
- Bi-Weekly VOK coordination meeting minutes.
- Permit and Bid documents.
- Project Manual and Bid Specifications.
- Minutes of meetings with City Officials.
- Village Board of Trustees project update presentation.

Architecture

- Construction Documents and Bid Specifications

Civil Engineering

- Construction Documents and Bid Specifications
- Wetland delineation as required by MWRD

Structural Engineering

- Construction Documents and Bid Specifications

Landscape Architecture

- Construction Documents and Bid Specifications

Exclusions

VOK has engaged a CM at Risk who will be responsible for cost estimating and bidding the project. Bidding assistance will be provided by WTA as part of architectural services, but cost estimating and bidding will be the responsibility of VOK's CM.

3.5 PHASE 2.1 – PROCUREMENT (AND PERMITTING) PHASE SERVICES

METHODOLOGY

Based on approved construction documents, we assist the VOK and the VOK's CM in bidding and permitting the project for final construction. We will be engaged in all municipal reviews and approval processes to ensure the project is properly permitted in time for construction in September 2025.

Bid addenda and RFI responses will be provided to ensure clarity in the bidding process.

Permitting clarifications and drawing modifications will be issued as necessary to obtain necessary permits.

As the CM bids the work, we will work with the CM and Owner to vet all cost proposals to ensure all costs have been incorporated, reducing the risk of future change orders.

DELIVERABLES

- Attend any necessary municipal meetings for permit approval.
- Bi-Weekly coordination meetings.
- Bid addenda and RFI responses.
- Permit clarifications.
- Bidding assistance to CM and bid scope reviews as necessary.

Architecture

- Bid addenda, RFI and permit responses.

Civil Engineering

- Bid addenda, RFI and permit responses.
- Site and stormwater permitting through MWRD

Structural Engineering

- Bid addenda, RFI and permit responses.

Landscape Architecture

- Bid addenda, RFI and permit responses.

Exclusions

VOK has engaged a CM at Risk who will be responsible for cost estimating and bidding the project. Bidding assistance will be provided by WTA as part of architectural services, but cost estimating and bidding will be the responsibility of VOK's CM.

Woodhouse Tinucci Architects

3.6 PHASE 2.1 – CONSTRUCTION PHASE SERVICES

METHODOLOGY

Excellent designs only become distinguished projects if the commitment to construction administration is performed with the same enthusiasm as the other stages of our process. We truly love the act of construction. We involve ourselves deeply in the process - pouring over submittals and shop drawings to assure accuracy; and we frequently visit the jobsite to ensure the highest levels of craft are being obtained.

We will provide normal field review to determine general conformance of the construction to the design intent. We will report on progress or problems and issue appropriate instructions. We will administer the construction contract including preparation of site instructions, change orders, and review and preparation of certificates for payment.

After you occupy the building, we will remain your partners as all remaining construction issues are resolved and all mechanical systems are calibrated. We will conduct post occupancy conversations to ensure lessons are learned and all objectives are not only met but exceeded, and we will provide fully updated as-built drawings so that you have a single accurate resource that documents the construction. Finally, eleven months after substantial completion we will ring you to set up a warranty walk-through and facilitate the necessary warranty repairs.

DELIVERABLES

- Site reports.
- Review shop drawings.
- Construction communications.
- Supplementary drawings.
- Proposed Change Notices.
- Certificate of Progress.
- Substantial Performance Deficiency list.
- Ongoing public engagement/project progress update activities

Woodhouse Tinucci Architects

Article 11 COMPENSATION is amended as follows:

11.1.3 Other, Services billed hourly with a not to exceed maximum cost:

The total amount billed by the Architect for the Phase 2.1 Services under this Agreement may reach, but shall not exceed, Six Hundred Forty-Four Thousand Five Hundred Dollars (\$ 644,500.00) (the not-to-exceed "Agreement Amount"), as outlined in the amended Exhibit C - Hourly Rates, which amount shall include reimbursable expenses authorized by Section 1 1 .8 and all amounts billed by consultants. No amendment or modification to this Agreement, including, without limitation, an amendment to the Agreement Amount, shall be elective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by all parties.

Fee Proposal - Phase 2.1 – DD completion, CD, BN, CA Phases

Team	DD Add Serv	Early Demo	CD	BN	CA	Total Fee
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Woodhouse Tinucci Architects

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Hitchcock Design Group

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Jr Associate	\$130.00

Village of Kenilworth
2023 Lakefront Enhancement Project
10/28/2022

EXHIBIT A – INITIAL INFORMATION

Article 1 Initial Information and The Work.

Owner's Program for the Project

The Owner's program for the project involves implementing shore protection measures designed to protect the water treatment plant from damage and provide for suitable beach area for the public. Additionally, the water plant would be reused to provide a number of amenities, primarily supporting beach use. The amenities currently under consideration include:

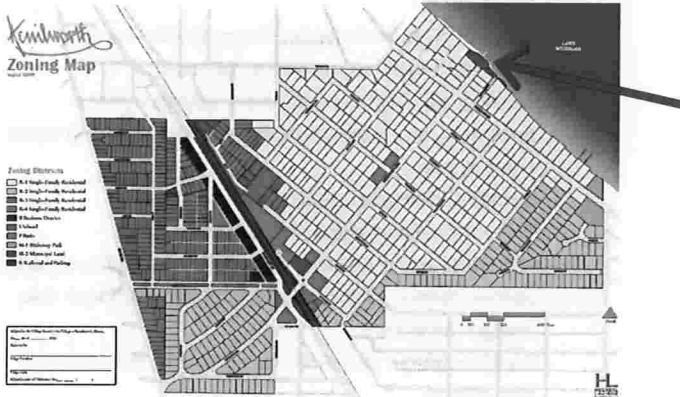
- Public Restrooms
- Changing Area w/showers and lockers
- Seasonal Equipment Storage
- Overlook for active/passive use
- Outdoor Shower
- Temporary Storage Lockers
- Café/light food service
- Year-round Multi-purpose/event/office space
- Watercraft Storage

It is typically the preference of the residents to gravitate toward a design approach that blends into the surrounding environment to the extent possible. These uses, programs and strategies will be verified through public engagement, design committee and Kenilworth staff input in the initial programming stages of Phase 1.

The Project's Physical Characteristics

The work is to be limited to the extents of the property known as Kenilworth Beach and identified on the Kenilworth Zoning Map as M2 Municipal Land.

The site consists of an existing 3-story building (formerly the Water Plant) with a public recreational beach to the east and south and a small craft boat launch beach (Kenilworth Sailing Club) to the north. The work will additionally include the improvement to existing shore protection which extend east into Lake Michigan.



Work Plan

PHASE 1.1

PROGRAMMING / PROJECT KICK-OFF MEETING

TASKS

- Start-up meeting.
- Confirm project building committee and user groups.
- Establish reporting structure.
- Establish meeting/project schedule and meeting types.
- Gather available documents, assessment reports, drawings, etc
- Confirm the public and Village consultation process.

DELIVERABLES

- Contact list and organization chart.
- Preliminary schedule of stakeholder consultation programming meetings.
- Stakeholder engagement plan.

METHODOLOGY

Establish clear project goals and lines of communication.

PHASE 1.2

PROGRAMMING / INVESTIGATION

6 WEEKS

TASKS

- Program workshops with Village staff and Project Committee to establish overall program vision and project goals.
- Initial Stakeholder events (if necessary)
- Prepare work plan for program confirmation phase responsibilities and tasks.
- Peer benchmarking and research.
- Confirm appropriate space standards, design principles, and interrelationships.
- Review site and existing building conditions assessment report.
- Review program goals against financial resources.
- Evaluate flood plain, wetland delineation, and ecological items.
- Confirm and evaluate existing surveys.
- Code, life safety, accessibility analysis

DELIVERABLES

- Summary Project Program document outlining the project strategy and vision.
- Preliminary sustainability scorecard.
- Programming diagrams for building and site
- Preliminary Code and Zoning Review
- Preliminary ecological, coastal and stormwater review/strategy
- Summary of programming and stakeholder data in report format.

METHODOLOGY

During the programming phase it is important for the project team to review the current program document and establish client / stakeholder / user group discussions. The program meetings will establish a continuing dialogue to explore and re-confirm the report. We will review the program against the facility and site assessment report and discuss schedule and financial implementation strategies. We will provide thorough review of the expected site and building program summary, confirm the site requirements, facilities to be accommodated, including support functions such as servicing and access.

PHASE 1.3

SCHEMATIC DESIGN

6 WEEKS

TASKS

- Develop coastal and building options in line with the Village's vision/goals.
- Develop programming options and critical use adjacencies.
- Client Meetings as necessary with staff/Project Committee.
- Conduct high-level design charrette with full sub-consultant team to vet design options.
- Develop building and waterfront design options (minimum of 3 each for both the waterfront and water plant re-use).
- Identify sustainable opportunities/options.
- Present design options via public meetings
- Additional stakeholder engagement event (if necessary)
- Gather, review, and incorporate public feedback into design refinement.
- Develop design and systems options in coordination with design.

- Identify key structural, site, and services considerations of design.
- Confirm detailed design criteria.

DELIVERABLES

- Develop design plans: floor plans, concept massing, elevations and renderings to fully describe design options.
- Lakefront improvement options.
- Structure and Systems design assumptions/options.
- Preliminary scope narrative by sub-consultants.
- Sustainability concepts and goals.
- Updated Preliminary building code and zoning synopsis

METHODOLOGY

During the initial schematic design stage, the design team will generate several design options and site plans that explore the goals and objectives established in the programming phase. We will review these concepts with your team and the public and together adopt one of the options for further refinement.

PHASE 1.4

SCHEMATIC DESIGN REFINEMENT

4 WEEKS

TASKS

- Refine design(s) based on Village and public feedback.
- Develop preferred structural and systems solutions.
- Continue to gather, review, and incorporate public feedback into the project.
- Prepare planning level Cost Estimate.

DELIVERABLES

- Architectural plans, sections, elevations, and renderings as required to fully describe and price the approved concept.
- Detailed engineering narratives for all major scope items.
- Sustainability concepts.
- Building Code Synopsis.
- A schedule to forecast the implementation of the recommended option.

METHODOLOGY

We will further develop the design package suitable for presentation to the Village Board and community. We will explore image, form, and materiality as they relate to

the site and project cost control will be a key factor and cost consultant input will allow us to make design decisions within budget. A preliminary schematic design report will be prepared and submitted to the owner and cost estimator for review.

PHASE 1.5

PLANNING LEVEL COST ESTIMATE

2 WEEKS (concurrent)

TASKS

- Study options and phasing.
- Review conceptual systems alternatives.
- Consider site and construction logistics and long-lead procurement strategies.

DELIVERABLES

- Initial cost estimate.

PHASE 1.6

OWNER REVIEW

2 WEEKS

TASKS

- Present draft design report to Village Project Committee for review and comment.
- Review cost estimate.
- Present project to internal and external agencies as necessary.

METHODOLOGY

Owner review period. Comments and adjustments to be incorporated into final deliverables.

PHASE 1.7

FINAL REPORT AND EXECUTIVE SUMMARY

TASKS

- Incorporate any comments from the Owner review period.
- Update project implementation schedule.
- Produce final Schematic Design Report and Executive Summary.
- Develop final drawings and images.
- Present design and report to Village Board.

Woodhouse Tinucci Architects
230 W Superior 6th Flr Chicago IL 60654
Tel 312 943 3120 www.woodtinarch.com

DELIVERABLES

- Final Report.
- Executive Summary.
- Fundraising support images and supporting documents.

METHODOLOGY

The final Phase 1 package will be prepared and submitted. It will include documentation of all work in this phase culminating in the final report, executive summary, estimate and project imagery.

Woodhouse Tinucci Architects
230 W Superior 6th Flr Chicago IL 60654
Tel 312 943 3120 www.woodtinarch.com

Village of Kenilworth
2023 Lakefront Enhancement Project
10/28/2022

EXHIBIT B - NOT USED

Item No.	Description	Quantity	Unit	Price
1000	Excavation	100	cu yd	15.00
1001	Backfill	100	cu yd	12.00
1002	Gravel	100	cu yd	18.00
1003	Asphalt	100	sq yd	25.00
1004	Concrete	100	cu yd	120.00
1005	Rebar	100	lb	0.50
1006	Formwork	100	sq ft	1.50
1007	Paint	100	gal	2.00
1008	Sealant	100	lb	1.00
1009	Handrails	100	ft	10.00
1010	Signage	100	sq ft	5.00

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Tel 312 943 3120 www.woodtinarch.com

Village of Kenilworth
2023 Lakefront Enhancement Project
10/28/2022

EXHIBIT C – 2022-2023 PHASE 1 HOURLY RATES

Woodhouse Tinucci Architects

Principal	\$175.00
Project Manager	\$135.00
Project Architect	\$125.00
Staff Architect	\$110.00
Architectural Intern II	\$100.00
Architectural Intern I	\$90.00

GZA GeoEnvironmental

Senior Project Engineer	\$180.00
Senior Staff Engineer	\$150.00
Staff Engineer	\$120.00
CAD Drafter	\$120.00

Gewalt Hamilton Associates

Principal	\$226.00
Managing Project Engineer	\$189.00
Engineer III	\$167.00
Engineer II	\$157.00
GIS II	\$147.00

Klein & Hoffman

Principal	\$250.00
Project Manager	\$200.00
Project Designer	\$180.00
Clerical	\$125.00

Affiliated Engineers

Project Engineer	\$165.00
Senior Engineer	\$145.00
Staff Engineer	\$115.00

Hitchcock Design Group

Sr Principal	\$255.00
Sr Associate	\$160.00
Associate	\$130.00
Jr Associate	\$110.00

W.B. Olson, Inc.

Senior Vice President	\$250.00
Lead Estimator MEP	\$190.00
Lead Estimator	\$190.00
Construction Data Manager	\$160.00
Sr. Estimator II	\$150.00
Sr. Estimator I	\$140.00
Estimator	\$120.00

