

Agreement for Professional Services (Owner-Architect)

Made as of the 28th day of April in the year of 2022.

BETWEEN THE OWNER: Decatur Public Schools #61 - Board of Education
101 W Cerro Gordo Street
Decatur, IL 62523
Attn.: Kent Metzger, Dir. Buildings & Grounds

AND THE ARCHITECT: BLDD Architects, Inc.

FOR THE PROJECT: New Dennis Lab K-8 School – Programming Services

BLDD PROJECT: 216EX61.201

SCOPE OF WORK: Programming Services for the new Dennis Lab K-8 School for 600 students to be located on the Lincoln Park site shall include the following:

- Review of the existing Dennis Lab facilities related to space assignments/use and review of usage patterns.
- Attendance at programming meetings with key stakeholder leadership groups.
- Record of essential characteristics as defined by key stakeholder leadership groups.
- Develop written draft program (space, size, adjacencies) for submittal to owner.
- Provide space diagrams for critical spaces (auditorium, atrium, gym, cafeteria, etc.) for submittal to owner.
- Attend final program review meeting with owner.
- Develop and distribute meeting minutes.
- Develop Project budget and schedule based on approved program.

Assumptions: the district will provide BLDD access to key stakeholder leadership groups needed to program the needs of the new facility. Building level interviews would be completed by the last day of school, May 24th, and the final program would be completed prior to the June 21st Board of Education meeting.

PROFESSIONAL FEE: Compensation shall be on an hourly rate basis, **not-to-exceed \$24,500**. This fee will be credited back towards any subsequent fee for the complete architectural design services should the project move forward.

Reimbursable Expenses shall be in addition to the Professional Fee and shall be billed at one and one-tenth (1.10) times amount invoiced to the Architect.



THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

OFFERED BY:

BLDD Architects, Inc.

A handwritten signature in black ink, appearing to read "Steve Oliver", written over a horizontal line.

(signature)

Steve Oliver, President
printed name/title

ACCEPTED BY:

Decatur Public Schools #61

A handwritten signature in black ink, appearing to read "Kent A. Metzger", written over a horizontal line.

(signature)

Kent A. Metzger, Director of Budgets
& Grounds
printed name/title

TERMS AND CONDITIONS

Performance of Services: The Architect shall perform the services outlined in this Agreement in consideration of the stated fee and payment terms.

Standard of Care: Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: For additional services not included above, the Architect shall be compensated as follows: On an hourly rate basis in accordance with the Architect's Schedule of Standard Hourly Rates, unless mutually agreed otherwise.

Access to Site: Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost for restoration of any resulting damage and will not be responsible for such costs.

Billing/Payment: The Client agrees to pay the Architect for all services performed and all costs incurred. Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Architect may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Reimbursable Expenses: Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and its employees and consultants directly related to the Project. Reimbursable expenses shall be billed at one and one-tenth (1.10) times the amount invoiced to the Architect.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this

Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Architect arising out of the performance of these services, except for the sole negligence or willful misconduct of the Architect.

Information for the Sole Use and Benefit of the Client: All options and conclusions of the Architect, whether written or oral, and any plans, specifications or other documents and services provided by the Architect are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Architect. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Certifications, Guarantees and Warranties: The Architect shall not be required to execute any document that would result in the Architect certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the fee received]. Such causes included, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Dispute Resolution: Any claims or disputes between the Client and the Architect arising out to the services to be provided by the Architect or out of this Agreement shall be submitted to non-binding mediation. The Client and the Architect agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

Without Site Observation: It is understood and agreed that the Design Professional's Basic Services under this Agreement do not include project site observation.