



OA4-2011 – Owner/Architect Agreement For Architectural Services (Lump Sum Fee Compensation)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

- 1.0 **AGREEMENT:** This *Agreement* is made and entered into this 18th__ day of September __, 2018 __, by The Village of Westmont_____ (the “Owner”) and Joel Berman Architecture & Design, Ltd. _____ (the “Interior Designer”). _____
- 2.0 **PROJECT:** The project is *Proposed* Westmont Public Works Facility (Per AECOM drawings dated July 2018)_____.
- 3.0 **BASIC SERVICES:** The Interior Designer agrees to perform basic services on behalf of the Owner, including usual and customary interior finishes and furniture design services:
 - 3.1 **Design Services:** The Interior Designer shall provide all required design services based upon the Owner’s program and construction budget. The interior design services of the Interior Designer shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.
 - 3.2 **Construction Documents Services:** The Interior Designer shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and install interior finishes to the project.
 - 3.3 **Bidding:** The Interior Designer shall assist the Owner in the preparation and assembly of documents to be issued for interior finishes and furnishings bids. The selection of the Contractor for the project shall be made by the Owner.
 - 3.4 **Construction Administration:** The Interior Designer shall provide construction administration services on behalf of the Owner during the construction phase of the project. Such services shall include the following:
 - 3.4.1 **Site Observation:** The Interior Designer shall visit the site at intervals as the Interior Designer reasonably deems to be appropriate, or as stated in Section 15, to observe if construction is generally in accordance with the construction documents.
 - 3.4.2 **Review of Contractor’s Requests for Payment:** If the Owner forwards documentation, the Interior Designer shall evaluate the Contractor’s requests for payment of interior finishes and furnishings, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Interior Designer’s Certification for Payment represents to the Owner, that based on the Designer’s evaluation of the work installed and the data presented for payment, to the best of the Interior Designer’s knowledge, information and belief, the Contractor is entitled to payment.
 - 3.4.3 **Rejection of Nonconforming Work:** The Owner shall have the authority to reject nonconforming work installed by the Contractor. The Interior Designer shall bring any known nonconforming work to the design intent to the attention of the Owner.
 - 3.4.4 **Access to Project Site:** The Interior Designer shall have access to the project site at all times.



4.0 COMPENSATION: The Owner agrees to compensate the Architect for the LUMP SUM FEE of \$Nine Thousand Dollars __ (\$ 9,000.00__) to perform the Basic Services described in Article 3.0. Progress payments for Basic Services in each phase shall total the following percentages of the total LUMP SUM FEE stated above:

Phase	Amount	Percent of Overall Fee
a. Design Services Phase.....	\$3,600.00_____	Forty ___ Percent (40__ %)
b. Construction Documents Phase.....	\$3,600.00_____	Forty ___ Percent (40__ %)
c. Bidding Phase.....	\$180.00_____	Two ___ Percent (2__ %)
d. Construction Administration Phase.....	\$1,800.00_____	Eighteen _ Percent (18 _ %)
e. Total Basic Compensation.....	\$9,000.00_____	OneHundredPercent (100 %)

4.1 Initial Payment: An initial payment of *Four Thousand Dollars* __ Dollars (\$4,000.00_) is due and owing contemporaneously with the execution of this Agreement. The initial payment shall be applied to the Final Payment. The Designer will invoice the no more than every month.

4.2 Reimbursable Expenses: Reimbursable expenses shall be paid at the actual cost incurred by the Interior Designer plus *Ten* percent (10 %).

4.3 Other - *Reimbursable expenses include, but are not limited to, the following: printing, art supplies, shipping, and transportation/ mileage. 24x36 black and white prints printed in the Architect's office will be billed at \$3.50 per sheet.*

5.0 -ADDITIONAL SERVICES: Owner requested services that are not part of the Architect's Basic Services described in Article 3.0 above, shall be considered as Additional Services. The Owner hereby agrees to compensate the Architect for such Additional Services at the following hourly rates.

<u>Service / Billing Category</u>	<u>Billing Rate</u>
a. Joel Berman_____	\$200.00 ___ per hour
b. Adam Hellman, Marisol Fregoso _____	\$85.00 ___ per hour
c. Kurt Perenchio/Yuwan Sun_____	\$70.00 ___ per hour

6.0 PAYMENT DUE DATE: Payments are due and payable in 15 days. Amounts unpaid thirty (30) days after the date of the Interior Designer's invoice shall bear interest at the rate of *two* __ percent per month (2%/mo.) The Owner agrees that the Interior Designer may suspend services without liability if payment is not received within twenty-five (25) days of date of the Interior Designer's invoice.

7.0 JOBSITE SAFETY: The Owner hereby agrees and acknowledges that the Interior Designer shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor.

8.0 OWNERSHIP and COPYRIGHTS. The Interior Designer, shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Owner acknowledges that the Interior Designer have prepared said materials and agrees to limit use of same to this site specific project only. The Owner agrees to defend, indemnify, and hold the Interior Designer and the harmless from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including reasonable attorney's fees, resulting from the unauthorized reuse of the Interior Designer's materials.



9.0 LIMITATION OF LIABILITY. The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Interior Designer to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's, and expert-witness fees and costs, from any cause or causes, so that the total aggregate liability of the Interior Designer to the Owner shall not exceed the Interior Designer's total fee received for services rendered on this project. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising, unless otherwise specifically prohibited by law.

10.0 MEDIATION and LITIGATION. Should any claim(s) arise between the Owner and Interior Designer; the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of the Association of Licensed Architects, unless the parties mutually agree otherwise. Should the parties fail to resolve the claim(s) through mediation, the claim(s) may then be litigated. Nothing contained in this Agreement shall prevent the Interior Designer from filing any lien arising out of the Interior Designer's services to comply with notice and filing deadlines prior to resolution of the claim by mediation or litigation.

11.0 OWNER PROVIDED INFORMATION. The Interior Designer shall be entitled to rely on the accuracy and completeness of any information provided to the Interior Designer by the Owner or the Owner's consultants. The Interior Designer shall not review said information for accuracy or completeness.

12.0 TERMINATION. This Agreement may be terminated by either party upon notification to the other party via Time/Date Stamped Certified Mail. The Owner agrees to pay the Interior Designer for all services performed and all reimbursable expenses incurred, to the date of notification of termination.

13.0 VENUE. The parties agree to be subject to the jurisdiction of the County of *DuPage*, State of *Illinois* if the building is in Westmont, or the County of DuPage. The laws of the State of *Illinois* shall govern the interpretation of this Agreement.

14.0 MISCELLANEOUS PROVISIONS. This Agreement also includes the following provisions:

SCOPE OF PROJECT

Possible work to include:

- Prepare material finish designs with sample boards.
- Two design meetings in Westmont.
- Construction documents, including room finish schedule, interior elevations, and millwork details.
- Construction Administration drawings and services, including three construction administration meetings.

ADDITIONAL ITEMS

We have already discussed the following:

- The Designer will design interior finishes and furnishings for the proposed Westmont Public Works Facility per AECOM drawings dated July 2018.
- The Designer will coordinate with the Architect of Record, AECOM.
- Furniture and finishes will be designed in three tiers of quality: the highest tier will be private offices and conference areas; the middle tier will be administrative offices; and the lower tier will be shop offices.
- The Designer will create a list of existing furniture to be reused. We might locate an existing drafting table to the archives area.
- The scope of meetings in this agreement include two meetings in Westmont to present and refine designs and finishes and three construction administration meetings. The Designer will specify furnishings, the Owner will purchase.
- The Designer will specify interior window sills around the interior, which might be cast stone or plastic laminate.
- The Designer might incorporate Westmont red, PMS 187, into the design. AECOM will share the exterior



- banding color. The storefront is clear anodized aluminum.
- AECOM will revise receptacle locations to match final furniture layouts. Conference room tables will have receptacles on the tabletop at every third person.
- AECOM is preparing a presentation for the December 8 Westmont Board meeting.
- The executive office will have a wardrobe or closet, other private offices will have coat hooks on the door to the office.
- The clerestory entry area will likely have trophy cases, terrazzo flooring, and Trendstone split face block. Terrazzo flooring will have a coved case, and continue into the adjacent corridors. The entry area has a Big Ass Fan. The Designer will specify a standard Thyssen Krupp elevator cab interior finish package. We might place Naugahyde lounge chairs under the stair.
- Wayfinding will be the standard Village Hall signage.
- The larger conference room will have round tables that fold up and the ability to have flexible seating arrangements. The room will also have a lectern with A/V controls and plastic laminate counters. An area under the fixed counter will accommodate 24x10" of solid-state equipment. The Owner will provide and install speakers.
- The Designer might reference historic images at the entry.
- Conference rooms will have light fixture dimming and lighting controls and painted marker boards near the flat screens. Offices will also have marker board painted walls.
- Toilet room partitions will be stainless steel.
- The athletic center will have drinking fountains and flat screens.
- The lounge will have a wardrobe and accommodation for staff during winter emergency extended work hours.
- We might locate phone chargers throughout, including at shelves in the shop, in the quiet room, and in conference rooms.
- The upstairs conference room will have Quartz table tops and upgraded finishes.
- Shops will have sealed concrete, with an alternate for epoxy coating in areas with vehicle storage.

AGREED TO AND ACCEPTED BY

ARCHITECT:

Co Name Joel Berman Architecture & Design, Ltd. _____
 Address 1 5212 North Clark Street, Suite 3 _____
 Address 2 Chicago, Illinois 60640 _____

By: _____
 Print Name: Joel Berman, NCARB, LEED-AP _____
 Title: President _____

OWNER:

Co Name Village of Westmont _____
 Address 1 31 West Quincy _____
 Address 2 Westmont, Illinois 60559 _____

By: _____
 Print Name: Michael Ramsey _____
 Title: Director of Public Works _____