



October 12, 2020

PROPOSAL FOR ARCHITECTURAL SERVICES WILMETTE PUBLIC LIBRARY | 2021 REPAIRS

between

The Board of Library Trustees of the
Wilmette Public Library District of
Cook County, Illinois (Library)

and

Engberg Anderson, Inc. (EA)
8618 W. Catalpa Avenue, Suite 116
Chicago, IL 60656

c/o

Anthony Auston, Director
Wilmette Public Library District
1242 Wilmette Avenue, Wilmette, IL 60091
aauston@wilmettelibrary.info

Engberg Anderson Project No. 203262

Dear Anthony,

Engberg Anderson is pleased to submit this proposal for architectural services. This proposal is based on our current understanding of the project. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard. If the proposal is acceptable, please sign both copies and return one for our records.

SCOPE OF BASIC SERVICES

PROJECT UNDERSTANDING

The Library desires to address high priority repairs in an expeditious manner. It is the intent of the Library to enter into an agreement with Shales McNutt Construction (SMC) to provide Construction Management services to the Library covering a coordinated set of repairs including:

1. Roof Repairs and Replacements
2. Tuck-Pointing
3. Exterior Sealant Replacement
4. Replace Branch Panels & Feeders on Lower Level and First Floor
5. Replace Main Switchboard and Associated Feeders on Lower Level
6. Replace the Fire Alarm System
7. Design and Specify an Access Control System
8. Design and Specify an Video Surveillance System
9. Repair Selected Sections of the Permeable Paver Parking Lot

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MILWAUKEE

MADISON

TUCSON

CHICAGO

Additionally, the Library seeks to further the exploration of various water-related issues including water intrusion at the south edge of the building at the juncture of the Lower Level floor slab and the foundation wall; and at the Main Entry curtainwall. These investigations are being coordinated between SMC and EA.

SCHEDULE

The Library desires to complete the work within calendar year 2021.

DELIVERABLES

This agreement covers initial scoping work and preliminary estimates.

- Summary Report
- Preliminary Drawings
- Outline Specifications

Final construction documents will be covered under a separate agreement (AIA B133 Owner Architect Agreement with Construction Manger as Constructor) that is coordinated with the Library’s agreement with SMC, presumably AIA A 133.

FEE PROPOSAL

FEE

Based on this understanding, we propose to complete the preliminary and overall services for a stipulated sum fee as follows:

Service	Preliminary Design	Construction Documents	Bidding & Construction Administration	Total
Develop Base Drawings	\$5,000			\$5,000
Roof Repairs & Replacement	\$2,000	\$10,000	\$8,000	\$20,000
Tuck-Pointing	\$2,000	\$5,000	\$5,000	\$12,000
Exterior Sealant Replacement	\$2,000	\$5,000	\$5,000	\$12,000
Electrical 1. Replace Branch Panels & Feeders on Lower Leve and First Floor 2. Replace Main Switchboard and Associated Feeders on Lower Level	\$8,000	\$27,000	\$4,000	\$39,000
Low Voltage Systems 1. Design and Specify an Access Control System 2. Design and Specify an Video Surveillance System	\$2,500	\$9,000	\$1,000	\$12,500
	\$21,500	\$56,000	\$23,000	\$100,500

Work completed as part of the Preliminary Design is fully credited to the overall fee.

PROGRESS PAYMENTS

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with the Library's established review and approval procedures and in accordance with the provisions of Local Government Prompt Payment Act, as amended, that call for payment within 30 days after approval of the invoice by the Board of Library Trustees (50ILCS 505/1 *et seq.*)

Time & Materials Rate Schedule

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will be charged based on the attached ***Current Rate Schedule*** up to the limits specified for each service.

REIMBURSABLE EXPENSES

In addition to the Fees, expenses incurred in the course of completing the work will be invoiced to the Client in accordance with the attached ***Reimbursable Expenses Exhibit***. Detailed records of reimbursable expenses shall be included in monthly invoices.

Expenses shall be invoiced at 1.1 times our cost.

Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains the coverages identified in the ***Insurance Coverages Exhibit***.

ADDITIONAL SERVICES

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

USE OF MATERIALS

The Architect agrees to furnish, upon completion of this Agreement, upon termination and upon demand by the Library, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this Agreement, and without restrictions or limitation as to the use relative to specific Projects covered under this Agreement. In such event, the Architect shall not be liable for the use of such documents by the Library or others.

TERMINATION

Both parties acknowledge each other's right to terminate this agreement with 15 days written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the Library and any fees earned to that point become due.

ATTACHMENTS

The following Exhibits are made part of this agreement:

- Current Rate Schedule; Reimbursable Expenses; Insurance Coverages

ACCEPTANCE

If you have questions concerning any aspect of this proposal, please call. We ask that an individual authorized to bind the Owner to this agreement sign two copies of the agreement. Keep one for your records and return the second to us. We will begin work upon receipt of a signed copy.

For
Engberg Anderson, Inc.

For
Board of Library Trustees of the
Wilmette Public Library of
Cook County, Illinois

Signature: _____

Signature: _____

Name: Joseph M. Huberty _____

Name: _____

Title: Partner _____

Title: _____

Date: October 12, 2020 _____

Date: _____

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DRAFT

EXHIBITS

CURRENT RATE SCHEDULE

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will be invoiced based on the following schedule up to the limits specified for each service or phase of the project.

Category	Hourly rate	Category	Hourly rate
Partner	\$145	Project Production	\$95
Principal	\$125	Senior Interior Designer	\$125
Project Team Leader	\$115	Interior Designer	\$95
Project Architect	\$115	Administrative/Graphics	\$75
Project Designer	\$105		

REIMBURSABLE EXPENSES EXHIBIT

In addition to the Fees included in the Agreement, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Transportation in connection with the Project including authorized out-of-town travel, lodging and sustenance.
 - Mileage is calculated using the prevailing IRS reimbursement rates.
 - Sustenance is limited to \$10/\$15/\$20 or \$45 per day.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Library will be provided as an additional expense.
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains shown in the Insurance Coverages Exhibit:

INSURANCE COVERAGES EXHIBIT

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

- Commercial General Liability: \$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate; \$4,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal Injury
- Business Automobile: \$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles. Engberg Anderson does not own any vehicles.
- Workers Compensation: Statutory requirements, Coverage A and applicable federal
- Employers Liability: \$1,000,000 per Accident/ \$1,000,000 Disease – Policy limits; \$1,000,000 Disease – Each Employee
- Umbrella/Excess Liability: \$5,000,000 per Occurrence/Annual Aggregate
- Professional Liability: \$2,000,000 per Claim; \$2,000,000 Annual Aggregate