

ARCHITECTURAL SERVICES AGREEMENT

TERMS AND CONDITIONS

This Architectural Services Agreement (the "Agreement") is made and entered as of the later of the execution dates indicated below, by and between Urbana School District 116, 205 North Race Street, Urbana, Illinois 61801, ("Owner") and StudioGC, Inc., 223 W. Jackson Blvd., Suite 1200, Chicago, Illinois 60606 ("Architect," and together with the Owner, the "Parties").

RECITALS

WHEREAS, pursuant to the Owner's authority under, and in accordance with the Owner's activities pursuant to, the Illinois Local Government Professional services Selection Act, 50 ILCS 510/0.01 *et seq.*, Owner hereby authorizes Architect to perform the services and other duties referenced herein, all in accordance with the following terms and conditions, (collectively the "Architectural Services"); and

WHEREAS, subject to Architect's compliance with the terms and conditions of this Agreement, the Owner shall pay for Architect's performance of the Architectural Services in accordance with the payment provisions set forth herein

NOW, THEREFORE, in consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Scope of Project.** Architect shall perform all Architectural Services required for the development of a comprehensive Campus Land Use Plan for Owner, which plan is expected to act as a guide for Owner's future facility expansion and programming, and which plan shall incorporate traffic flow analysis, engagement with the City of Urbana Comprehensive plan, potential building expansion opportunities for indoor and outdoor learning objectives, and integration with the Owner's school-based health center (the "Project"). Architect shall perform all Architectural Services and other duties in material accordance with the "Contract Documents," which consist of this Agreement, the Scope of Work set forth in the District's Request for Proposals as attached hereto as Exhibit A, Studio GC's Proposal attached hereto as Exhibit B, and the additional Description of Work attached hereto as Exhibit C. Exhibit A, Exhibit B, and Exhibit C are hereby incorporated herein by this reference, as if set out in full, as part of the Contract Documents. In the event of any conflict between the terms of this Agreement or any of its Exhibits, said conflict shall be resolved by an interpretation that provides the Owner more (or greater levels, qualities, or types) of services, as determined by Owner.

2. **Architect's Performance.** In performing the Architectural Services, Architect shall comply with, and its performance shall be evaluated in light of, the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Architect shall maintain a sufficient

staff to perform all Architectural Services in the most expeditious manner consistent with the interests of Owner. Architect shall promptly notify Owner immediately in writing: (i) of any information required from Owner and necessary for Architect to complete its Architectural Services in a timely manner; and (ii) of any Architectural Services requested by Owner that are not included in the scope of Architectural Services provided in the Contract Documents. Architect shall be solely responsible for means and methods selected in performing the Architectural Services. Architect shall supervise all Architectural Services so that they are performed in a safe and expeditious manner. Architect shall be solely responsible for the Architectural Services of its employees and its sub-consultants' and suppliers' employees.

3. **Architect's Compensation.** In consideration for receiving the Architectural Services, Owner shall pay Architect the fixed compensation amounts designated in Exhibit B, for each of the three Phases identified therein, along with Reimbursables as set forth in Exhibit B, but only to the extent Reimbursables are pre-approved, in writing, by Owner. In the event Owner provides Architect prior written instruction to perform any of the "Additional Services" identified in Exhibit B for Owner, Architect shall be entitled to additional compensation (as set forth in Exhibit B) for any such Additional Services expressly authorized by Owner in writing. Architect shall invoice Owner upon completion of each Phase or Additional Service identified in Exhibit B. The Owner shall have the right to review all invoices to determine whether such billings for services and/or reimbursable expenses are accurate and appropriate. Payments to Architect shall be processed as required by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

4. **Supplemental Services.** Supplemental Services in addition to the Architectural Services specifically described in the Contract Documents may be provided by Architect and paid for by Owner after execution of this Agreement, but only if they are authorized in writing and in advance by the Owner. However, Architect shall not be entitled to compensation for additional services caused by Architect's negligence or failure to provide services required by this Agreement. Upon recognizing the need to perform Supplemental Services, Architect shall notify Owner with reasonable promptness and explain the facts and circumstances giving rise to the need to perform the Supplemental Services. Architect shall not proceed with Supplemental Services until it receives the Owner's prior written authorization to proceed. Supplemental Services shall be provided at the rates and/or charges agreed to, in writing, by the Parties.

5. **Project Schedule.** Unless the Parties agree, in writing, to a revised deadline, the Architectural Services shall be completed by Architect in time to permit the Owner's staff review prior to, and presentation to Owner's Board of Education at, the Owner's May 7, 2019, Board of Education meeting. The Parties shall, upon execution of this Agreement, jointly develop a project schedule for the multiple Project Phases that Architect shall meet.

6. **Early Termination.** Owner may terminate this Agreement for convenience at any time, in whole or in part, with or without cause, upon providing written notice to Architect. If Owner terminates this Agreement for convenience, Owner shall pay Architect for Architectural Services properly completed prior to termination, but shall not be entitled to any other compensation from Owner. Regardless of whether Owner exercises its right of termination,

Architect hereby waives any and all claims for lost profits, and for any other consequential or incidental damages. Either party may terminate this Agreement for cause by providing the other 10-days advance written notice of said cause, and may seek damages from the other, accordingly.

7. **Indemnification.** Architect shall indemnify, defend, and hold harmless Owner, its board members individually, administrators, employees, agents, representatives, and volunteers from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Architect, its employees, or its sub-consultants, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Architect. Notwithstanding anything to the contrary, the Architect's duty to defend is no broader than its duty to indemnify. The Architect hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2nd 155 (1991) that Architect's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Architect's liability to indemnify and defend the Owner is not limited by the so called "*Kotecki Cap*". The Architect shall include this provision in each of its sub-consultant agreements and shall require its sub-consultants to be so bound.

8. **Insurance.** Architect shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified on Exhibit D, attached hereto and incorporated herein by this reference, and shall cause Owner, its board of trustees, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Owner. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this Agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to Owner prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement and upon Owner's request during the term of this Agreement or any extension thereof, Architect shall furnish to Owner certificate(s) of insurance, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as set forth on Exhibit D.

9. **Instruments of Service.** All of the work product prepared by Architect or on behalf of Architect, in connection with the Project are Instruments of Service solely for the exclusive use of the Owner for the Project. Architect and Architect's sub-consultants are the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement, however, Architect grants to Owner a nonexclusive license to use the Instruments of Service for the Project and/or any litigation, claims, or dispute resolution concerning the Project, provided that Owner performs its obligations under this Agreement, including payment of all sums due

under this Agreement. The Instruments of Service may not be used on any other project without Architect's prior written agreement.

10. **Sub-consultants.** By appropriate written agreement, Architect shall require each sub-consultant, to the extent of the Architectural Services to be performed by the sub-consultant, to be bound to the Architect by terms of the Contract Documents, and to assume toward the Architect all the obligations and responsibilities, including the responsibility for safety of the sub-consultant's Architectural Services that the Architect, by the Contract Documents, assumes toward the Owner.

Each sub-consultant acknowledges: (1) that the Owner is a direct intended third party beneficiary of each subcontract between the Architect and sub-consultant; (2) that notwithstanding any contract provision to the contrary, sub-consultant shall be bound to perform the Architectural Services in accordance with these Contract Documents; and (3) that the sub-consultant is not a third party beneficiary of any contract between Architect and Owner.

Architect shall not assign any rights or delegate or sub-contract any duties under this Agreement without the prior written consent of the Owner, and any attempted assignment, delegation or subcontracting without such consent shall be void.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Controlling Law and Interpretation.** This Agreement is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

13. **Venue and Jurisdiction.** All Parties agree and consent to the personal jurisdiction of the courts of the State of Illinois, and agree that venue for any dispute shall be in the Circuit Court of Champaign County, Illinois.

14. **Entire Agreement; Conflict.** This Agreement and the Contract Documents represent the entire agreement between Architect and Owner with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Architect. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

Executed on the date last written below, by and between:

Urbana School District 116

By: _____

Its: _____

Dated: _____

StudioGC, Inc.

By: _____

Its: _____

Dated: _____

EXHIBIT A

Scope: Owner's Request for Proposal (RFP)

The Board of Education convened a special Facilities Planning Committee during the 2016-2017 School year to create a list of priorities for long range facility planning. One of the approved recommendations from the committee was that the Board of Education engage a consultant to prepare a Campus Land Use Study of the UMS/UHS campus that specifically addresses the following needs:

- Traffic flow and parking at Urbana High School and Urbana Middle School (flow/parking study)
 - Wayfinding
 - Parking
 - Tie in to larger community plans
- Outdoor educational opportunities of both UHS and UMS
 - Explore effective use of greenspace and gardens
- Indoor educational needs of both UHS and UMS
 - Explore and address the needs of the School Based Health Center
 - Explore the possibility of also adding and/or remodeling existing space for Science, Technology, Engineering, Art and Math (STEAM) lab and classroom space.
 - Addition and/remodeling of existing flexible spaces
 - Explore the possibility of a field house for shared use
- Other issues raised by stakeholders during the process (from last sentence of additional information)

The Campus Land Use Study will encompass the UHS/UMS Campus in its entirety (bounded by Washington St.; Vine St.; Michigan Ave.; and Race St.) with special emphasis on the northern portion of the property (bounded by Washington St.; Vine St.; Iowa St.; and Race St.). The school district currently owns all except five (5) of the properties on the site. USD116 does not own 900, 902 and 904 South Race; and does not own 115 and 109 West Washington. Urbana High School is located at 1002 South Race Street, and Urbana Middle School is located at 1201 South Vine Street, Urbana, IL.

The Campus Land Use Study will commence as soon as a firm is selected, and must be completed by May 1, 2019. The Board of Education will require updates about the process in September of 2018 and February of 2019.

EXHIBIT B

Studio GC Proposal

[Attach]

[Next]

EXHIBIT C

Scope of Work: Additional Description

EXHIBIT D

Insurance Types and Amounts

[Attach]