



DRAFT – REVISE PRIOR TO EXECUTION BASED ON PART 1 SERVICES

## THE URBANA FREE LIBRARY | SERVICE ORDER 2023-02 CIRC-A/V AREA & MEGAN'S ROOM REMODEL CONTRACT DOCUMENTS THROUGH CONSTRUCTION

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between	and
The Board of Trustees of the Urbana Free Library (TUFL), 210 West Green Street Urbana, IL 61801 217-531-7050 c/o Celeste Choate, Executive Director	Engberg Anderson, Inc. (EA) 8618 W. Catalpa Avenue, Suite 1116 Chicago, IL 60656 847-704-1300

Engberg Anderson Project No. 223546.02

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Engberg Anderson, Inc. is pleased to submit this Service Order for services defined below. This Service Order, in addition to ***AIA B102-2017 Standard Form of Agreement between Owner and Architect without a Predefined Scope of Architect's Services, dated February 14, 2023***, comprise a complete agreement. 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 project consists of the interior renovation of two spaces within the existing building as defined in the Concept Design phase of the project.

#### Budget

The project budget as determined in the Concept Design phase of the project is as follows.

- Project Budget:
- Construction Budget:

Adjustments to scope will be made in collaboration with the Library as additional estimates are prepared and as needed to fit available resources.

#### Schedule

The Library desires to implement the desired improvements in a timely manner. Initial discussions focused on avoiding competition with other projects for bidding and construction. Current milestone dates are:

- Issue Bid Documents:

- Receipt of Bids:
- Award of Construction Contract:
- Substantial Completion:
- Final Completion:

### **Reviews and Approvals**

The project is subject to review and approval by the Library Board of Trustees and all Authorities Having Jurisdiction.

## **PROJECT TEAM**

### **ARCHITECT / ENGINEER TEAM**

As part of the work of this Service Order, the Architect shall retain the services of the following engineers and consultants:

- Structural Engineer
- Heating Ventilating & Air Conditioning Engineer
- Plumbing Engineer
- Fire Protection Engineer (design build assistance)
- Electrical Engineer
- Communications Designer
- Cost Estimator

### **OWNER TEAM**

If desired, the Owner will secure the services of a Construction Manager or Owners Representative and notify the Architect of the contractual arrangements and services provided to the project.

### **OTHER CONSULTANTS**

If deemed necessary, the Owner and Architect will coordinate services of additional consultants along with corresponding fees and scope of work.

## **SCOPE OF SERVICES**

Within this approach we will complete the following tasks:

### **REFINED DESIGN**

Based on the alignment of the conceptual estimate and project funding, the drawings will be revised and refined to support development of bidding and construction documents.

### **CONSTRUCTION DOCUMENTS**

#### **Assumptions**

Documents will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

Existing base building systems are code compliant and have adequate capacity to support the project requirements. The design for base building system modifications, replacements or new installations to support the project will be considered an additional service.

A complete list of Owner-furnished equipment will be provided, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be confirmed prior to completion of the Design Refinement phase.

### **Architecture**

The document set will include: floor plans, furnishing plans, reflected ceiling plans, interior finish specifications, elevations, sections, details and other drawings as necessary to communicate design intent to bidders and contractors. Specifications and other project manual documents will be prepared in support of materials, assemblies and systems included in the project.

Excludes Disproportionality submittals for building. We are predicating this exclusion on the budget constraints that will limit the extent of the work and avoid triggering any requirements to bring the building into compliance.

### **Engineering**

Similar materials will be prepared for HVAC, plumbing, fire protection, electrical, communications, security, and other systems impacted by the project. Includes participation in approximately four virtual meetings.

- Prepare applicable mechanical, electrical, and technology specifications.
- Prepare contract documents that are suitable for pricing and construction purposes.

#### Design of structural systems including:

- Provide details/comments on the architectural drawings. No structural drawings or specifications will be provided.

#### Fire protection systems (if required):

- Sprinkler zone designations.
- Specifications for contractor-furnished hydraulically calculated piping installation drawings. Piping locations will not be shown on our documents.

#### Plumbing systems:

- No plumbing scope is anticipated.

#### HVAC systems:

- Reconfigure branch ductwork and diffusers for the renovated spaces.

#### Design of electrical systems including:

- Power distribution and grounding.
- Interior lighting and controls.
- Fire alarm revisions.

#### Telecommunications / Data Design - Minimal

- Telecommunications structured cabling system: Voice, data, and WIFI.

#### Security Management Coordination – Minimal

- Extension of existing access control system for up to four doors.

#### Audio/Video Design – Minimal

- Display devices, AV source equipment, and system controls. The AV design is intended to be minor and include one or two locations with localized equipment.

#### Commissioning

- Not Required

#### Environmentally Responsible Design

- A/E firms' standard approach and code mandates.

#### LEED Certification

- Not Required

#### **Updated Cost Estimate**

- At approximately 70% of the way through the Construction Documents phase, we will prepare an updated project estimate. An independent cost estimator will be engaged to assess probable building costs. EA will prepare furniture estimates. Adjustments to project scope or funding will be identified as needed to fit the project budget.

#### **BIDDING**

- Respond to contractor questions.
- Prepare addenda information as required.
- Review bids, qualifications statements, make recommendations as to the lowest responsible, responsive bidder.
- Prepare and issue contracts, collect insurance certificates, issue notice to proceed.

#### **CONSTRUCTION ADMINISTRATION**

- Review shop drawing submittals for interior construction, finishes, furniture, equipment and other items specified as part of the project.
- Respond to Contractor Requests for Information and answer questions.
- Review and certify applications for payment.
- Conduct job site observation(s) during construction.
  - Engineering – 2 site visits
  - Architecture – 4 site visits + weekly virtual meetings
  - Furniture – 1 site visit
- Provide site visits for punch list at the end of construction.
  - Engineering – 1 site visit
  - Architecture – 2 site visits + weekly virtual meetings
  - Furniture – 1 site visit

#### **Constructed Record Drawings**

- Architect's standard procedure is to monitor contractor's compliance with requirements to maintain current and accurate as-built drawings. Non-compliance will be the basis for withholding payment of the administrative fees associated with that month's application for payment.

### **Post Occupancy Evaluation**

- Architect's standard 10-month review of building components and warranty issues.

## **FURNITURE, FURNISHINGS & EQUIPMENT DESIGN**

### **Design Refinement Phase**

- Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.
- The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.
- The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

### **Contract Document Phase**

- Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.
- The Architect shall assist the Owner in the preparation of the necessary Bid/Procurement Documents.

### **Bidding Phase**

- The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.
- The Architect shall assist the Owner in obtaining bids for furniture, furnishings and equipment.
- The Architect shall prepare written responses to questions from vendors preparing bids and provide written clarifications and interpretations of the Bidding Documents in the form of addenda.
- The Architect shall assist the Owner in the review of bids including conformance with the design concept expressed in the Contract Documents.
- Bidding Documents include the Bidding Requirements and the proposed Contract Documents.
- The Architect shall assist the Owner in awarding and preparing agreements with vendors.
- If the Owner and Architect agree that the Architect will not purchase furniture, furnishings and equipment on behalf of the Owner.

### **Contract Administration Phase**

- The Architect shall provide administration of the contracts for furniture, furnishings and equipment
- The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
- The Architect shall review and approve or take other appropriate action upon a Vendor'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.
- As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.
- The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements

of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

- The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor’s installation 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. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor’s rights and responsibilities under the Contract Documents.

**FEES**

**FEE**

Based on this understanding, we propose to complete the outlined services for an hourly, not to exceed fee of XXXXXXXXXXXXXXXXXXXXXXXXXX (\$XXX). This fee will be comprised of the following components:

<b>Service Description</b>	<b>Fee</b>
<b>Building</b>	
<ul style="list-style-type: none"> <li>• Architecture</li> </ul>	
<ul style="list-style-type: none"> <li>• Structural, HVAC, Plumbing, Fire Protection, Electrical, Communications, Security Engineering and Design</li> </ul>	
<ul style="list-style-type: none"> <li>• Cost Estimating</li> </ul>	
<b>FF&amp;E</b>	
<ul style="list-style-type: none"> <li>• Interior Design</li> </ul>	

**FRAMEWORK PROVISIONS**

Unless otherwise defined above, the provisions of the Framework Agreement govern this Service Order.

**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.

**ATTACHMENTS**

The following Exhibits are made part of this agreement:

- AIA B102, dated February 14, 2023
- Exhibit 02-A: Current Rate Schedule

**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 Trustees of The Urbana Free Library**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Joseph M. Huberty

Name: \_\_\_\_\_

Title: Partner

Title: \_\_\_\_\_

Date: TBD

Date: \_\_\_\_\_

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GENERAL REVIEW ONLY, REVISE AFTER PART 1

**EXHIBITS**

**EXHIBIT 02-A: 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.

**2023Rate Schedule**

<b>Category</b>	<b>Hourly rate</b>	<b>Category</b>	<b>Hourly rate</b>
Partner	\$225	Interior Designer	\$140
Principal	\$200	Project Designer	\$130
Senior Interior Designer	\$185	Designer	\$130
Senior Project Team Leader	\$160	Project Production	\$110
Project Team Leader	\$155	Administrative/Graphics	\$95
Project Architect	\$145		

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