



1/17/2020

Mr. Jason Bauer, Superintendent  
14 W. Main St.  
Pana, Illinois 62557

Re: Pana CUSD #8 New Elementary School Study  
BLDD Project Number: 196EX37.200

Dear Mr. Bauer,

Thank you for the opportunity to work with Pana CUSD #8 on the above referenced study of a new elementary school to replace your two existing elementary facilities. We appreciate the opportunity to continue to serve the district in realizing your facility goals.

This proposal outlines our understanding of the project, our general scope of services, the proposed project schedule, and a list of additional services available to the district.

## UNDERSTANDING OF THE PROJECT

As we understand your current needs, it includes the study and formulation for a budget, program and timeline for the replacement of the existing Lincoln and Washington Elementary buildings with a single new four strand elementary building.

It is our understanding as well, that the intent of this study is to assist in the creation of a submission to ISBE for the building replacement process in order to utilize HLS bonds paid for via the HLS levy. This exercise is intended to be utilized as the "local share" when considered in conjunction with the potential capital projects bill currently in discussions at the state level. A description of the requirements, limitations, and steps of this process are described here by ISBE:

*"Building replacement- A school district may replace a school building or build additions to replace portions of a building when it is determined that the effectuation of the recommendations for the existing building will cost more than the replacement costs.*

*Such determination shall be based on a comparison of estimated costs made by an architect or engineer licensed in the State of Illinois. The new building or addition shall be equivalent in area (square feet) and comparable in purpose and grades served and may be on the same site or another site.*

*Such replacement may only be done upon order of the regional superintendent of schools and the approval of the State Superintendent of Education."*

## **SCOPE OF SERVICES**

We propose to provide services necessary to assess and document current conditions and develop costs associated with any and all identified physical deficiencies at each facility. This will begin with a walk through of the existing Lincoln and Washington elementary buildings with district staff. BLDD will then compile, and submit for approval, information required for the building replacement process. In addition to this, we propose to provide and create a new building program, new building budget, and site plan for the above referenced four strand elementary school to be utilized in any future application for construction grant funds.

Additional services such as programming meetings with teachers, development of a schematic floor plan, creation of massing or photorealistic renderings are available, but are NOT included in this base fee. These services if not undertaken as a part of this study, would be considered as a part of any future building design were the project to proceed forward.

Based upon (105 ILCS 5/10-22.36) (from Ch. 122, par. 10-22.36) Sec. 10-22.36, if approval of the building replacement application is successful, and enough construction grant funds are awarded, a referendum will not be required for this project to move forward. However, if construction grant dollars were not awarded (or are less than necessary), and/or the district needed to supplement their project dollars with additional general obligation bonds, this would result in the need for passage of a referendum. Were this the case, additional services for that type of effort are available and would be negotiated at a time deemed necessary.

## **PROJECT SCHEDULE**

We are available to begin this study and the associated work as early as January 2020. Acceptance and signature of this proposal and identification of selected services would mark the beginning of our work. Delay in that approval would modify the schedule below accordingly. Our rough schedule outline:

Pana CUSD #8 Acceptance of BLDD Proposal – January 2020\*  
Facility Assessment of Lincoln and Washington Elementary Schools February 2020  
Documentation of physical deficiencies – March 2020  
Review of findings with Pana CUSD #8 BOE – April 20, 2020  
Informal Review of Information with ISBE – April 2020

BLDD completes amendment on ISBE Forms - TBD  
District approval via IWAS – TBD  
ROE approval via IWAS – TBD  
ISBE approval via IWAS - TBD

## FEE PROPOSAL

We proposed to complete the work identified above for **a fixed fee of \$5,000**. However, if BLDD is retained to complete the design and documentation work for the new elementary school, the above fixed fee will be credited towards future fees resulting in no cost to the district for these services.

Reimbursables: We would recommend including \$500 for Reimbursable Expenses in the Project Budget limited to those items which cannot be clearly quantified prior to the execution of the contract (including, but not limited to: printing, mileage, etc.) These are not fee proposals. All reimbursables expenses will be billed at 1.1x the amount billed to BLDD Architects, Inc.

We value our relationship with the Pana CUSD #8 and look forward to continuing our working relationship. Please call if you have any questions.

Sincerely,  
BLDD Architects, Inc.

A handwritten signature in black ink that reads "Damien Schlitt". The signature is written in a cursive, flowing style.

Damien Schlitt, AIA, LEED AP  
Associate

Cc: Others at BLDD  
Others as needed

Encl: Owner Architect Agreement for signature; Exhibit A: List of Additional Services; Exhibit B: Standard Hourly Billing Rates

## Agreement for Professional Services (Owner-Architect)

Made as of the 11th day of December in the year of 2019.

**BETWEEN THE OWNER:** Pana CUSD #8  
14 W. Main St.  
Pana, Illinois 62557

**AND THE ARCHITECT:** BLDD Architects, Inc.

**FOR THE PROJECT:** New Elementary School Study

**BLDD PROJECT:** 196EX37.200

**PROJECT DESCRIPTION:** New Elementary School Study and Building Replacement Process

**SCOPE OF WORK:** BLDD Architects will provide the following services

- 1. New Elementary School Study** - BLDD Architects will evaluate and develop information for the replacement of Lincoln and Washington Elementary schools with a new elementary school.
- 2. Building Replacement Process** - BLDD Architects will assist the district in efforts required for the Building Replacement Process

**PROFESSIONAL FEE:** Fixed Fee \$ 5,000.00  
*(or the basis of compensation)*

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.

**PAYMENT TERMS:** Per attached Terms and Conditions

**SPECIAL CONDITIONS:** None

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

The Standard Hourly Billing Rates attached hereto are incorporated and made a part of this Agreement.

**OFFERED BY:**

BLDD Architects, Inc.

**ACCEPTED BY:**

Pana CUSD#8

\_\_\_\_\_  
*(signature)*  
Todd D. Cyrulik, AIA  
Principal

\_\_\_\_\_  
*printed name/title*

\_\_\_\_\_  
*(signature)*  
Mr. Jason Bauer  
Superintendent

\_\_\_\_\_  
*printed name/title/date*



## 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 \$7,500.00 [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.

## **Exhibit A:**

Below are a list of available additional services currently NOT included in the fee proposal presented above.

### **List of Additional Services:**

#### Community Engagement with Referendum Support Information Gathering

- Functional Needs Assessment: \$500/building
- Enrollment and Finance Research: \$1000
- Utilization Analysis: \$1000
- Faculty/Student Engagement \$12,000 - \$15,000
- Facilitate Exemplar Tours: No Cost
- Observation: \$1000
- Futures Workshop: \$1000
- Ideation Workshops: \$1000 Each
- Prototyping: Hourly (average \$5000 Each)
- Test: No Cost
- Feedback: No Cost

#### Community Engagement \$30,000

- Facilitation Team Meetings, 6 @ \$2500/each
- Community Engagement Meetings: 3 @ \$5,000/each
- Final Board Presentation: No Cost

#### Referendum support \$ 15,000-\$20,000

- Referendum Bootcamp \$5000
- Coordination of Citizen lead effort: \$2500/Month
- District Lead Effort: No cost
- Communication Plan Development: \$1500
- Renderings \$1000/each

Additional services required or requested by owner outside of those listed above will be performed at the attached Exhibit B Hourly Rates

### **SPECIAL CONDITIONS:**

Upon satisfactory completion of this scope of work, Pana CUSD #8 and BLDD Architects, Inc., would need to enter negotiations for any resulting work.

# Hourly Rates



Effective Jan. 1-Dec. 31, 2020

Principal I	\$180
Principal II	\$200
Senior Associate I	\$140
Senior Associate II	\$165
Associate I	\$125
Associate II	\$145
Architect I	\$90
Architect II	\$95
Architect III	\$100
Architect IV	\$120
Architectural Intern I	\$75
Architectural Intern II	\$80
Architectural Intern III	\$85
Architectural Intern IV	\$95
Architectural Designer I	\$65
Architectural Designer II	\$75
Architectural Designer III	\$85
Architectural Designer IV	\$120

Interior Designer I	\$70
Interior Designer II	\$75
Interior Designer III	\$80
Interior Designer IV	\$95
Structural Engineer I	\$125
Structural Engineer II	\$140
Administrative Assistant I	\$65
Administrative Assistant II	\$70
Administrative Assistant III	\$80
Environmental Graphic Designer I	\$85
Environmental Graphic Designer II	\$100
Data Software Administrator I	\$85
Data Software Administrator II	\$95
Site Representative I	\$90
Site Representative II	\$115

BLDD Architects, Inc. reassesses standard hourly billing rates annually based on current payroll rates and overhead factors. BLDD Architects, Inc. reserves the right to increase each classification by increments of \$5 per hour after January 1, 2021. Consultant services will be billed at 1.1 times the amount of invoice to BLDD. Reimbursable expenses will be billed at 1.1 times the cost to BLDD.

