

June 20, 2018

VIA EMAIL

Ms. Jennifer Hamm
Assistant Superintendent of Finance and Operations
Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, IL 61401

RE District Conceptual Planning & Capital Improvement Projects
Proposal to Provide Professional Architectural Services

Dear Ms. Hamm:

Thank you again for giving Legat Architects the opportunity to design your upcoming facility improvements for Galesburg Community Unit School District 205. Pursuant to your request, Legat Architects ("Architect") is pleased to submit this proposal to provide professional architectural services to Galesburg Community Unit School District 205 ("Client"). The purpose of this letter is to summarize the professional services to be provided and the related fees.

1.0 Project Parameters

- 1.1 Project Objective: Facility concept planning and corresponding capital improvement projects where the scope of work has yet to be determined. The budget, scope of work, and schedule will be determined annually and/or on a project specific basis by the Client in conjunction with Legat Architects.
- 1.2 Locations:
 - 1.2.1 Gale Elementary School; 1131 W. Dayton St., Galesburg, IL 61401
 - 1.2.2 King Elementary School; 1018 S. Farnham St., Galesburg, IL 61401
 - 1.2.3 Nielson Elementary School; 547 N. Farnham St, Galesburg, IL 61401
 - 1.2.4 Silas Willard Elementary School; 460 Fifer St., Galesburg, IL 61401
 - 1.2.5 Steele Elementary School; 1480 W. Main St., Galesburg, IL 61401
 - 1.2.6 Churchill Junior High School; 905 Maple St. Galesburg, IL 61401
 - 1.2.7 Lombard Middle School; 1220 East Knox St., Galesburg, IL 61401
 - 1.2.8 Galesburg High School; 1135 West Fremont St., Galesburg, IL 61401
- 1.3 Project Delivery Method: It is Legat Architects' understanding the Client intends to hire a Construction Manager as an Advisor and award multiple construction contract(s) to multiple prime contractors in multiple bid releases.

2.0 Phase 1: Conceptual Planning

The intent of Phase 1 is to provide a districtwide comprehensive facility plan for the Board of Education to review in September 2018, with a potential vote at the November 2018 board meeting.

2.1 Phase 1 - Detailed Scope of Services

2.1.1 Assess Existing Information

2.1.1.1 Review existing district information including but not limited to Health Life Safety documentation, existing floor plans, existing site plans, existing facility drawings, and Shared District Vision 2030 document compiled by Donna McCaw. This information will provide the basic vision for the facility planning.

2.1.1.2 Provide initial contact with Regional Office of Education and ISBE regarding potential Health Life Safety scope of work. District shall be responsible to confirm all funding sources with appropriate entities.

2.1.1.3 Provide feedback to District regarding existing information.

2.1.2 Field Verification

2.1.2.1 Architect will walk existing facilities and sites to analyze documented Health Life Safety violations and to gain a better understanding of the facility needs.

2.1.2.2 Mechanical, Electrical, Plumbing engineer will visit the existing facilities to review systems and provide a written report of findings with anticipated life span of major equipment.

2.1.2.3 Civil engineer will visit the existing sites to review the site circulation and provide a written report of findings.

2.1.2.4 Architect will compile findings and provide corresponding recommendations to Owner.

2.1.3 Programming

2.1.3.1 Prepare space utilization study of existing facilities to understand capacity. Provide corresponding documentation.

2.1.3.2 Develop facility program recommendations.

2.1.3.3 Review program with District and update accordingly based upon feedback.

2.1.4 Concept Design

2.1.4.1 Provide concept designs based upon existing information, field verification and programming for District review.

2.1.4.2 Deliverables shall include: colored floor plans of each facility outlining proposed scope of work along with (2) 3D perspective views of scope of work at each facility.

2.1.5 Cost Estimate:

2.1.5.1 Provide opinion of probable cost for proposed scope of work.

2.1.5.2 Update opinion of probable cost based upon District feedback.

2.1.6 Schedule:

- 2.1.6.1 Provide preliminary design and construction schedule for District to review.
- 2.1.6.2 Update design and construction schedule based upon District feedback.
- 2.1.7 Meetings:
 - 2.1.7.1 Coordinate core team meetings every other week to review progress until November 2018 board meeting.
 - 2.1.7.2 Attend (2) board meetings.
 - 2.1.7.3 Attend (1) community meeting.

3.0 Phase 2: Capital Projects

Upon Board approval of recommended facilities plan (Phase 1), the Architect will provide full design services for multiple capital projects. Legat Architects will credit back up 20% of the Phase 1 fee toward the first capital project.

3.1 Phase 2 - Detailed Scope of Services per capital project

- 3.1.1 Schematic Design Phase: 15% of fee
 - 3.1.1.1 The Architect may assist the Client in obtaining proposals from and selecting specialty consultants which may include, but not be limited to: acoustical consultant, theatrical consultant, audio/visual consultant, food service consultant, boundary and topographic surveys, and geotechnical investigation.
 - 3.1.1.2 The Architect will review the scope of work line items proposed by the Client.
 - 3.1.1.3 The Architect will confirm the desired building program with the Client.
 - 3.1.1.4 The Architect will coordinate with the Construction Manager to assist the Client in prioritizing the scope of work line items to match the available funds as identified by the Client.
 - 3.1.1.5 The Architect will coordinate one collaborative design charrette with Client directed stakeholders.
 - 3.1.1.6 The Architect will develop an initial design scheme to define the general scope and schematic design of the project including scale and relationships to existing structures.
 - 3.1.1.7 The Architect will develop schematic floor plans and 3D views to convey the proposed scheme to stakeholders.
 - 3.1.1.8 The Architect will attend a reasonable number of meetings as required to complete this phase and receive approval of the scope of work from the Board of Education.
- 3.1.2 Design Development Phase: 20% of fee
 - 3.1.2.1 The Architect will further develop Schematic Design with input from stakeholders.

- 3.1.2.2 The Architect will assist the Client to modify the scope of work line items as required based on detailed investigations and to assess the impact on the initial estimate of probable cost.
 - 3.1.2.3 The Architect will review Construction Managers updated estimate of probable cost and provide feedback.
 - 3.1.2.4 The Architect will provide interior design services.
 - 3.1.2.5 The Architect will provide a descriptive narrative of Architectural, Structural, Civil, Mechanical, Electrical, Plumbing, Fire Protection.
 - 3.1.2.6 The Architect will provide Design Development level drawings to Client at the end of the phase for review.
 - 3.1.2.7 The Architect will coordinate meeting with Regional Office of Education, Local Fire Department and other authorities having jurisdictions.
 - 3.1.2.8 The Architect will attend a reasonable number of meetings as required to complete this phase and receive approval of the scope of work from the Board of Education.
- 3.1.3 Construction Documents Phase: 40% of fee
- 3.1.3.1 The Architect will complete drawings and specifications suitable for bidding.
 - 3.1.3.2 The Architect will review the Construction Manager's updated estimate of probable cost and provide feedback.
 - 3.1.3.3 The Architect will consult as required with authorities which may have jurisdiction over scope of work line item(s).
 - 3.1.3.4 The Architect will facilitate the review of drawings and specifications by the Client at significant milestones as determined by the Client and Architect.
 - 3.1.3.5 The Architect will attend a reasonable number of meetings as required to complete this phase and receive approval of the scope of work from the Board of Education.
- 3.1.4 Bidding & Negotiations Phase: 5% of fee
- 3.1.4.1 The Architect, in conjunction with the Construction Manager, will assist the Client in bidding the project and in the selection of the most qualified bidder.
 - 3.1.4.2 The Architect will review and respond to bidder inquires and issue formal addendums through the Construction Manager.
 - 3.1.4.3 The Architect will prepare and submit necessary building permit paperwork to authorities having jurisdiction over scope of work line items(s) associated with the design of architectural, mechanical, electrical, and plumbing disciplines.
 - 3.1.4.4 The Architect will attend a reasonable number of meetings as required to complete this phase and assist the client with the approval of construction contract(s) by the Board of Education.

- 3.1.5 Construction Phase: 20% of fee
 - 3.1.5.1 The Architect will assist the Construction Manager in administering the Contract for Construction.
 - 3.1.5.2 The Architect will review and respond to Contractor RFIs.
 - 3.1.5.3 The Architect will review shop drawings and product submittals to confirm the design intent of the Construction Documents.
 - 3.1.5.4 The Architect will attend Pre-Construction Meetings, weekly Owner-Architect-Construction Manager meetings while construction operations are in progress, along with Closeout Coordination Meetings.
 - 3.1.5.5 The Architect will perform weekly job-site observations while construction operations are in progress. The Architect may perform additional observations at instances of critical construction activity.
 - 3.1.5.6 The Architect will perform called inspections as required by Regional Office of Education.
 - 3.1.5.7 The Architect will assist the Client with facilitating project closeout.

- 3.2 Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

4.0 Project Schedule

- 4.1 The schedule for design and construction phases will be determined annually and/or on a project specific basis by the Client in conjunction with the Architect.
- 4.2 Once established, the project schedule is subject to decisions made in a timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.0 Compensation

- 5.1 Phase 1: Conceptual Planning
 - 5.1.1 The Client will compensate the Architect for the basic services outlined on a Lump Sum basis in the amount of \$135,000.
 - 5.1.1.1 This fee includes Architectural, Interior Design, Civil Engineering, Mechanical, Electrical, and Plumbing Engineering services as indicated above. All other consultant services are excluded.
 - 5.1.2 Legat Architects reserves the right to renegotiate the lump sum amount should the Scope of Work as currently defined be reasonably altered.

5.2 Phase 2: Capital Projects

5.2.1 The Client will compensate the Architect for the basic services outlined in the AIA Document B101 on a percentage of the Cost of the Work as identified in the Contract for Construction and in accordance with the following sliding scale unless otherwise agreed to by the Client and the Architect.

5.2.2 The sliding scale below is applicable on an individual project by project basis. Individual project fees cannot be combined to the lower percentage fee.

CONSTRUCTION COST	PERCENTAGE FEE
\$ 0.00 - \$ 300,000.....	Time & Material
\$ 300,001 - \$ 1,000,000.....	10 %
\$ 1,000,001 - \$ 3,000,000.....	9.50 %
\$ 3,000,001 - \$ 5,000,000.....	8.50 %
\$ 5,000,001 - \$ 7,000,000.....	7.50 %
\$ 7,000,001 - \$ 10,000,000.....	7.00 %
\$ 10,000,001 - \$ 20,000,000.....	6.75 %
\$ 20,000,001 - \$ 25,000,000.....	6.50 %
\$ 25,000,001 - \$ 30,000,000.....	6.25 %
\$ 30,000,001 and above	6 %

5.2.3 The fee percentages above include Civil, Structural, Mechanical, Electrical, Plumbing, and Fire Protection engineering services. Refer to reimbursable expenses for other potential specialty consultants.

5.2.4 Compensation for Alternates not included in the Contract for Construction shall be billed at 80% of the total cost of the Alternates as identified on the Bid Form of the contractor awarded the Contract for Construction.

5.2.5 Compensation for Change Orders shall be at the same percentage and based on the construction cost of the change order.

5.2.6 The Client’s spent contingency shall be included in the Cost of the Work and therefore included in the compensation calculations. The Client’s unspent contingency and unspent cash allowances shall be excluded from the compensation calculations.

5.3 When stipulated, the Client will compensate the Architect on a Time and Material basis using the Schedule of Billable Rates attached as “Exhibit A”.

5.3.1 The Client and Architect may agree to convert the Architect’s compensation from Time-and-Material to a Lump Sum amount. Should the Scope of Work as defined by the Lump Sum amount be reasonably altered, Legat Architects reserves the right to renegotiate the lump sum amount.

5.4 Reimbursable Expenses will be in addition to the Architect's compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects.

5.4.1 Estimated fees of specialty consultants are listed below and shall be approved by the Client:

Theatrical Design Consultant	\$60,000
Acoustical Design Consultant	\$35,000
A/V Design Consultant	\$35,000
Topographical Survey	\$5,000 (per facility)
Food Service Consultant	\$10,000 (per facility)
Landscape Design Consultant	\$5,000 (per facility)
Building Commissioning Agent	\$10,000 (per facility)
Furniture, Fixtures, and Equipment Design	\$10,000.00 (per facility)
Digital Existing Building Documentation	TBD pending scope
LEED and Sustainable Design Services	TBD pending certification level

5.4.2 Specialty consultants will be invoiced at 1.15 times.

5.4.3 Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.10 times.

5.4.4 Postage and delivery charges for bid documents and materials requested by the Client or required by authorities having jurisdiction shall be invoiced at 1.10 times.

6.0 Client's Responsibilities

6.1 The Client will provide access to the Project Locations and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions.

6.2 The Client will provide floor plans for each Project Location in a digital format compatible with either Autodesk AutoCAD software or Autodesk Revit software.

6.3 The Client will designate a representative authorized to act on the Client's behalf with respect to the projects. The authorized representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

7.0 Miscellaneous Provisions

7.1 Unless otherwise provided in this Agreement, Legat Architects and Legat Architects' consultants will have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

- 7.2 Estimates of Probable Cost will be completed by referencing several sources, including active construction projects involving Legat Architects, R.S. Means Construction Cost Data, and historical construction information.

Until an AIA B103 Agreement is executed, you can authorize Legat Architects to proceed by signing below. Please note that Legat Architects will not begin work until written authorization to proceed is received.

If you have any questions regarding this proposal, please contact me at your earliest convenience.

Thank you.

Sincerely,
Legat Architects, Inc.



Jeffrey K. Sandberg, AIA, LEED AP
Director of Studio Operations
Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, IL 61265

ATTACHMENTS Exhibit A - Schedule of Billable Rates

EC Robin Randall - Legat

Galesburg Community Unit School District 205
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Page 9 of 9

ACCEPTANCE We accept the terms of this Proposal:

OWNER

Galesburg CUSD 205
932 Harrison Street
Galesburg, IL 61401

ARCHITECT

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, IL 61265

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

Confidential Billable Rates

CLIENT	Galesburg CUSD 205	DATE	June 1, 2018
PROJECT TITLE	District Architectural Services	PROJECT NO.	BD18 - 0138

The following is the proposed confidential billable rates for the project team assigned to Galesburg School District 205, the order is based on the typical frequency of billing:

GALESBURG TEAM MEMBER	BILLABLE RATE
Jeff Sandberg, AIA, Project Manager	\$ 165.00
Bryan Archibald, Assoc. AIA Project Associate	\$ 135.00
Mitch Beck, Assoc. AIA, Associate	\$ 90.00
Monique Taylor, Interior Designer	\$ 110.00
Oversight and Specialists:	
Mark Siwik, AIA, Building Envelope Specialist	\$ 155.00
Evan Menk, Quality Assurance, Quality Control	\$ 165.00
Robin Randall, AIA, Educational Planner	\$ 175.00
Patrick Brosnan, AIA Project Principal	\$ 190.00
Maria Osterberg, Project Coordinator/Clerical	\$ 65.00

Note:

Consultant billable rates will be provided based on specific projects.
 These rates subject to change annually on December 31.