

 **AIA** Document B102<sup>®</sup> – 2017**Standard Form of Agreement Between Owner and Architect** without a  
*Predefined Scope of Architect's Services*

**AGREEMENT** made as of the Fourteenth day of February in the year Two Thousand  
Twenty Three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

The Board of Trustees of The Urbana Free Library (TUFL), a public body  
210 West Green Street  
Urbana, IL 61801  
217-531-7050

and the Architect:  
*(Name, legal status, address and other information)*

Engberg Anderson, Inc. (EA), a service corporation  
8618 West Catalpa Avenue  
Suite 1116  
Chicago, IL 60656

847-704-1300

for the following (hereinafter referred to as "the Project"):

*(Paragraph Deleted)*

As defined below and in Service Orders

The Owner and Architect agree as follows.

*(Paragraph Deleted)*

**TABLE OF ARTICLES**

- 1 ARCHITECT'S RESPONSIBILITIES**
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**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**User Notes:**

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## 7 MISCELLANEOUS PROVISIONS

## 8 SPECIAL TERMS AND CONDITIONS

## 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide professional services as described **herein and** in various Service Orders incorporated into this document **pursuant to Section 9.2.:**

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, **including those services set forth in Service Orders incorporated pursuant to Section 9.2,** or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Joseph M. Huberty  
Engberg Anderson, Inc.  
8618 West Catalpa Avenue  
Suite 1116  
Chicago, IL 60656  
847-704-1300

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this **Agreement and associated projects.**

§ 1.5 The Architect shall maintain the following insurance (which are the types and limits normally maintained by the Architect) until termination of this Agreement. If any of the requirements set forth below or in a Service Order are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000.00 ) for each occurrence and Four Million Dollars (\$4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

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§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000.00 ) per claim and Three Million Dollars (\$ 3,000,000.00 ) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, address, and other contact information.)*

Celeste Choate, Executive Director  
The Urbana Free Library  
210 West Green Street  
Urbana, IL 61801  
217-531-7050

Additional parties may be named from time to time at the Owner's convenience.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service , or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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**§ 3.2** The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

**§ 3.3** The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

**§ 3.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

**§ 3.4** Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

**§ 3.5** Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

## **ARTICLE 4 CLAIMS AND DISPUTES**

### **§ 4.1 General**

**§ 4.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

**§ 4.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017 , General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 4.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 5.7.

### **§ 4.2 Mediation**

**§ 4.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 4.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 4.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 4.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Paragraph Deleted)*

[ X ] Litigation in a court of competent jurisdiction in the home county of the Owner.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs Deleted)*

**§ 4.3 Consolidation or Joinder**

**§ 4.3.1** Either party, at its sole discretion, may consolidate a mediation conducted under this Agreement with any other mediation to which it is a party provided that (1) the mediation agreement governing the other mediation permits consolidation; (2) the mediations to be consolidated substantially involve common questions of law or fact; and (3) the mediations employ materially similar procedural rules and methods for selecting mediator(s).

**§ 4.3.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent.

**§ 4.3.3** The Owner and Architect grant to any person or entity made a party to a mediation conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 4.4** The provisions of this Article 4 shall survive the termination of this Agreement.

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## ARTICLE 5 TERMINATION OR SUSPENSION

**§ 5.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 5.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 5.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 5.6** If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 5.7** In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** Termination Fee:

Not permitted.

**.2** Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

15% of the remaining fee through to the end of the project.

**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion or as otherwise specified in the Service Order. If no Service Orders are executed within two years of the termination date established for the most recent Service Order, this Agreement will expire unless renewed by Amendment by the parties.

Other

*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

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If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth for services described in Section 1.1, and in the Service Orders incorporated into this Agreement in Section 9.2.

*(Paragraph Deleted)*

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project that are not normally a part of the Architect's normal project delivery process;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0.00 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

At the time the premium is due and in the amount of the added premium

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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### **§ 6.3.2 Progress Payments**

**§ 6.3.2.1** 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.*)

*(Paragraph Deleted)*

**§ 6.3.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 6.3.2.3** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

**§ 7.2** Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

**§ 7.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 7.4** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use provisions of § 8.1 Building Information Modeling, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 7.4.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in § 8.1 Building Information Modeling, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 7.5** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 7.6** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 7.7** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.



**§ 7.8** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

**§ 7.9** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

**§ 7.9.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

**§ 7.10** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as defined in Service Orders and as follows:  
(*Include other terms and conditions applicable to this Agreement.*)

### **§ 8.1 Building Information Modeling**

**§ 8.1.1** For projects where Engberg Anderson (EA) will prepare and share a three-dimensional (3D) model of systems designed by EA, the following will apply: The purpose of EA's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.

- 1. It is the general intent for the model to be developed to the following levels:**
  - a. Schematic Design (SD): No modeling required, for convenience of architect only.**
  - b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation**
  - c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation to accommodate range of products specified (but not necessarily products included via substitution requests)**
  - d. As-Built Drawings: By Contractor,**
- 2. The model is only inclusive of those systems and trades designed by EA. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.**
  - a. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.**
  - b. The model is not intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve all collisions. These services**

can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

3. **Revit Structure (current version) and Revit MEP (current version) will be used by consultant teams. Architectural models will be provided to consultant teams by EA in Revit Architecture (current version). EA updates software in odd numbered years.**
  4. **Coordination**
    - a. **EA will expect consultants to update its/their model(s) prior to major project milestones based on the updated model of the architectural systems provided in a timely manner prior to such milestones.**
    - b. **Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.**
    - c. **Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.**
    - d. **Other firms preparing models to be shared with and from EA will work with EA to create custom views/visibility settings suited to each firm's needs for use throughout the project.**
    - e. **Reflected ceiling plans (RCPs) will be provided by EA by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided by EA by 50% CD.**
  5. **For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to EA.**
  6. **Use of Architect's Digital Files & Contractor Obligations**
    - a. **Digital files of the Architect's BIM model (including structural and MEP models) and AutoCAD backgrounds (floor plans and reflected ceiling plans only) will be provided by the Architect for Contractor's use during construction..**
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
    1. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
    - b. **The model may be provided to others, including contractors, with EA's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with EA reserving all proprietary rights. Release forms signed by contractors will be required prior to transmittal of model.**
    - c. **The Contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.**
    - d. **The Contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.**
    - e. **Updates to the model during construction, including as-built modeling, will be prepared by the Contractor.**

## **ARTICLE 9 SCOPE OF THE AGREEMENT**

**§ 9.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 9.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services.
- .2 AIA Document  
*A201™–2017, General Conditions of the Contract for Construction.*
- .3 Service Order

Init.

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**User Notes:**

(3B9ADA43)

**2023-01: Circ-A/V Area & Megan’s Room Remodel – Program Review, Concept Design & Estimating.**

**4 Service Order 2023-02: Circ-A/V Area & Megan’s Room Remodel – Contract Documents through Construction – to be agreed upon and executed upon Owner authorization.**

*(Paragraph Deleted)*

**.5 Such other Service Orders as may be agreed upon and executed by the Parties during the term of this Agreement.**

*(Paragraph Deleted)*

*(Paragraph Deleted)*

*(Paragraphs Deleted)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Joseph M. Huberty Partner

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

# Additions and Deletions Report for AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:09:53 ET on 02/13/2023.

## PAGE 1

**AGREEMENT** made as of the Fourteenth day of February in the year Two Thousand Twenty Three

...

The Board of Trustees of The Urbana Free Library (TUFL), a public body  
210 West Green Street  
Urbana, IL 61801  
217-531-7050

...

Engberg Anderson, Inc. (EA), a service corporation  
8618 West Catalpa Avenue  
Suite 1116  
Chicago, IL 60656

847-704-1300

...

*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

...

As defined below and in Service Orders

## PAGE 2

**§ 1.1** The Architect shall provide ~~the following professional services:~~

...

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services **and** incorporated into this document in Section 9.2.) services as described **herein and** in various Service Orders incorporated into this document **pursuant to** Section 9.2.:*

...

**§ 1.1.1** The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement, Agreement~~, **including those services set forth in Service Orders incorporated pursuant to Section 9.2**, or shall cause such services to be performed by appropriately licensed design professionals.

...

Joseph M. Huberty  
Engberg Anderson, Inc.  
8618 West Catalpa Avenue  
Suite 1116  
Chicago, IL 60656  
847-704-1300

...

**§ 1.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this ~~Project~~. **Agreement and associated projects.**

...

**§ 1.5** The Architect shall maintain the following insurance (which are the types and limits normally maintained by the Architect) until termination of this Agreement. If any of the requirements set forth below or in a Service Order are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

...

**§ 1.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage.

...

**§ 1.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

### PAGE 3

**§ 1.5.5** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

...

**§ 1.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000.00 ) per claim and Three Million Dollars (\$ 3,000,000.00 ) in the aggregate.

...

Celeste Choate, Executive Director  
The Urbana Free Library  
210 West Green Street  
Urbana, IL 61801

217-531-7050

Additional parties may be named from time to time at the Owner's convenience.

...

**§ 3.1** The Architect and the Owner warrant that in transmitting Instruments of Service, ~~Service~~, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

#### PAGE 4

**§ 4.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

#### PAGE 5

*(Check the appropriate box.)*

...

~~Arbitration pursuant to Section 4.3 of this Agreement~~

...

Litigation in a court of competent jurisdiction in the home county of the Owner.

...

~~Other (Specify)~~

...

#### **§ 4.3 Arbitration**

...

**§ 4.3.1** ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

**§ 4.3.1.1** ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 4.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

~~§ 4.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

**§ 4.3.4.4.3 Consolidation or Joinder**

...

~~§ 4.3.4.1~~ **4.3.1** Either party, at its sole discretion, may consolidate ~~an arbitration~~ a mediation conducted under this Agreement with any other ~~arbitration~~ mediation to which it is a party provided that (1) the ~~arbitration~~ mediation agreement governing the other ~~arbitration~~ mediation permits consolidation; (2) the ~~arbitrations~~ mediations to be consolidated substantially involve common questions of law or fact; and (3) the ~~arbitrations~~ mediations employ materially similar procedural rules and methods for selecting ~~arbitrator(s)~~ mediator(s).

...

~~§ 4.3.4.2~~ **4.3.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in ~~arbitration~~ mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to ~~arbitration~~ mediation involving an additional person or entity shall not constitute consent to ~~arbitration~~ mediation of any claim, dispute or other matter in question not described in the written consent.

...

~~§ 4.3.4.3~~ **4.3.3** The Owner and Architect grant to any person or entity made a party to ~~an arbitration~~ a mediation conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**PAGE 6**

Not permitted.

...

15% of the remaining fee through to the end of the project.

...

**[ X ]** One year from the date of Substantial Completion or as otherwise specified in the Service Order. If no Service Orders are executed within two years of the termination date established for the most recent Service Order, this Agreement will expire unless renewed by Amendment by the parties.

...

~~(Insert (Insert another termination date or refer to a termination provision in an attached document or scope of service.)service.)~~

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document and in the Service Orders incorporated into this Agreement in Section 9.2.

...

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

...

.1 Transportation and authorized out-of-town travel and subsistence;

...

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Project that are not normally a part of the Architect's normal project delivery process;

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0.00 %) of the expenses incurred.

...

At the time the premium is due and in the amount of the added premium

...

§ 6.3.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. 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.)

...

*(Insert rate of monthly or annual interest agreed upon.)*

...

%

...

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building



~~Information Modeling and Digital Data Exhibit, provisions of § 8.1 Building Information Modeling, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

**§ 7.4.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, ~~Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form,~~ § 8.1 Building Information Modeling, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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Special terms and conditions that modify this Agreement are as defined in Service Orders and as follows:

...

**§ 8.1 Building Information Modeling**

...

**§ 8.1.1 For projects where Engberg Anderson (EA) will prepare and share a three-dimensional (3D) model of systems designed by EA, the following will apply: The purpose of EA's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.**

...

**1. It is the general intent for the model to be developed to the following levels:**

...

**a. Schematic Design (SD): No modeling required, for convenience of architect only.**

...

**b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation**

...

**c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation to accommodate range of products specified (but not necessarily products included via substitution requests)**

...

**d. As-Built Drawings: By Contractor,**

...

...  
**2. The model is only inclusive of those systems and trades designed by EA. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.**

...

**a. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.**

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**b. The model is not intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve all collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.**

...

**3. Revit Structure (current version) and Revit MEP (current version) will be used by consultant teams. Architectural models will be provided to consultant teams by EA in Revit Architecture (current version). EA updates software in odd numbered years.**

...

#### **4. Coordination**

...

**a. EA will expect consultants to update its/their model(s) prior to major project milestones based on the updated model of the architectural systems provided in a timely manner prior to such milestones.**

...

**b. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.**

...

**c. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.**

...

**d. Other firms preparing models to be shared with and from EA will work with EA to create custom views/visibility settings suited to each firm's needs for use throughout the project.**

...

**e. Reflected ceiling plans (RCPs) will be provided by EA by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided by EA by 50% CD.**

...

**5. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to EA.**

...

**6. Use of Architect's Digital Files & Contractor Obligations**

...

**a. Digital files of the Architect's BIM model (including structural and MEP models) and AutoCAD backgrounds (floor plans and reflected ceiling plans only) will be provided by the Architect for Contractor's use during construction..**

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.

1. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

...

**b. The model may be provided to others, including contractors, with EA's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with EA reserving all proprietary rights. Release forms signed by contractors will be required prior to transmittal of model.**

...

**c. The Contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.**

...

**d. The Contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.**

...

**e. Updates to the model during construction, including as-built modeling, will be prepared by the Contractor.**

...

**.1 AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services.**

...

**.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:**

...

*(Insert the date of the E203–2013 incorporated into this Agreement.)* A201™–2017, General Conditions of the Contract for Construction.

...

.3 Service Order

PAGE 11

2023-01: Circ-A/V Area & Megan’s Room Remodel – Program Review, Concept Design & Estimating.

...

.4 Service Order 2023-02: Circ-A/V Area & Megan’s Room Remodel – Contract Documents through Construction – to be agreed upon and executed upon Owner authorization.

...

.3 Exhibits:

...

*(Check the appropriate box for any exhibits incorporated into this Agreement.)* .5 Such other Service Orders as may be agreed upon and executed by the Parties during the term of this Agreement.

...

~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

*(Insert the date of the E204–2017 incorporated into this Agreement.)*

...

~~Other Exhibits incorporated into this Agreement:~~

...

*(Clearly identify any other exhibits incorporated into this Agreement.)*

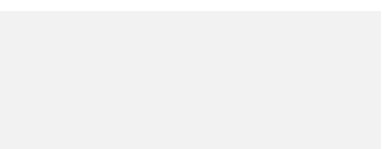
...

.4 Other documents:

...

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

Joseph M. Huberty Partner



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:09:53 ET on 02/13/2023 under Order No. 2114287983 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ - 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*