



January 3, 2019

AGREEMENT FOR GENERAL CONSULTING SERVICES MARION PUBLIC LIBRARY

between

Marion Public Library
c/o Hollie Trenary, Director
1095 6th Ave
Marion, IA 52302

and

Engberg Anderson
320 E Buffalo St
Milwaukee, WI 53202

Engberg Anderson Project No. 193005

Dear Hollie,

Engberg Anderson is pleased to submit this proposal for General Consulting Services. 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.

SCOPE OF BASIC SERVICES

PROJECT UNDERSTANDING

The Marion Public Library is seeking a consultation and support services on an “as needed basis” related to

- (1) Minor improvements to the public areas of the current facility to identify improvements that can increase effectiveness of various public spaces. These improvements will, as much as possible, be flexible enough to be part of the future Uptown facility. Services may include master planning of colors, furniture evaluation, standards related to manufacturers, procurement, lifecycle expectations, and determination of funding as either capital asset replacement or mixed-use project acquisition.
- (2) Pre-design services in support of Library participation in the planning of the Marion Mixed Use project and the Library’s portion of that project. These services are needed in advance of design service to help the Library understand the financial, physical, contractual, and jurisdictional parameters of the project, evaluate options, establish requirements, consider alternatives and participate in the corresponding near-term discussions with the development team.

SCHEDULE

Discussions with the development team suggest that sufficient progress will be made in the first half of 2019 to allow definition of the project and the transition to scope specific design agreements. With this in mind, the period of this agreement is initially set at 6 months. Adjustments can be made to reflect the actual state of the project if the need arises.

FEE PROPOSAL

FEE

Based on this understanding, we propose to provide consulting service on an as need basis and in coordination with the Library, at scheduled hourly rates, to a not to exceed limit of \$30,000.

Credit Toward Future Agreements

Portions of this fee will be applied toward any future fees defined for the design phases of that project:

- Portions of the fee that are in support of the evaluation and selection of components that can be incorporated into the MMU library, or
- Portions that can be directly applied to the design of the MMU library.

Progress Payments

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made within 30 days after approval of the invoice by the Board of Library Trustees.

Time & Materials 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.

Category	Hourly rate	Category	Hourly rate
Partner	\$160	Project Production	\$75 - \$110
Principal	\$120 - \$140	Senior Interior Designer	\$110
Project Team Leader	\$90 - \$120	Interior Designer	\$90-\$110
Project Architect	\$95-\$110	Administrative/Graphics	\$75 - \$110
Project Designer	\$95-\$110		

REIMBURSABLE EXPENSES

In addition to the Fees, expenses incurred in the course of completing the work will be invoiced to the Client in accordance with the following schedule. Detailed records of reimbursable expenses shall be included in monthly invoices. Expenses shall be invoiced at our cost.

Transportation, lodging and sustenance.

Mileage is calculated using the prevailing IRS reimbursement rates.

Lodging is \$125/night maximum.

Sustenance is limited to \$10/\$15/\$20 or \$45 per day, maximum.

Printing

Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.

Special Renderings or Mockups

Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Library will be provided as an additional expense.

Additional Insurance

Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect.

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

Commercial General Liability

\$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate; \$4,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal Injury

Business Automobile

\$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles. Engberg Anderson does not own any vehicles.

Workers Compensation

Statutory requirements, Coverage A and applicable federal

Employers Liability

\$1,000,000 per Accident/ \$1,000,000 Disease – Policy limits; \$1,000,000 Disease – Each Employee

Umbrella/Excess Liability

\$5,000,000 per Occurrence/Annual Aggregate

Professional Liability

\$2,000,000 per Claim; \$2,000,000 Annual Aggregate

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.

USE OF MATERIALS

The Architect agrees to furnish, upon completion of this Agreement, upon termination and upon demand by the Library, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this Agreement, and without restrictions or limitation as to the use relative to specific Projects covered under this Agreement. In such event, the Architect shall not be liable for the use of such documents by the Library or others.

TERMINATION

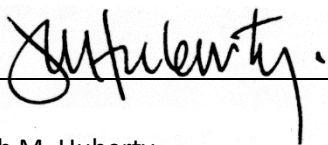
Both parties acknowledge each other's right to terminate this agreement with 15 days written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the Library and any fees earned to that point become due.

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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 the signed copy.

For:
ENGBERG ANDERSON, INC.

Signature: 

Name: Joseph M. Huberty

Title: Partner

Date: January 3, 2019

For:
ORGANIZATION NAME

Signature: _____

Name: _____

Title: _____

Date: _____

END

EA File Name: P:\Chicago\2019 3005\193005 Marion PL General Consulting\1-Project Administration\1-Contracts & Fees\1-Client\Agreement V1.Docx