



May 2nd, 2025

Village of Homewood

Terence Acquah

2020 Chestnut Road

Homewood, IL 60430

tacquah@homewoodil.gov

RE: Architectural and Engineering Design Services:
Proposed Remodel of the Village of Homewood Auditorium
2010 Chestnut Road, Homewood, IL

LGI# 2024-0177

Dear Mr. Acquah:

We appreciate the opportunity to submit this updated proposal for Architectural/Engineering services per the above referenced project as per the following Scope of Services. Upon acceptance of this proposal, this document shall become the project agreement between parties.

This proposal represents the design phase services for improvements to the Homewood Auditorium. The design team, led by Linden Group Architects, will provide architectural, interior design, acoustic, AV, and pre-construction estimating services, tailored to align with the Village of Homewood's goals and the awarded project budget. The scope includes assessment, conceptual and design development, technical coordination, cost estimating, and preparation of deliverables to advance the project toward construction.

Fee Schedule

Service	Percentage	Estimated Cost
Architectural & Engineering (A/E) Design Fee – <i>Linden Group Architects</i>	7%	\$80,500
Acoustical Engineer Fee – <i>Threshold Acoustics</i>		\$11,000
AV Design – <i>Threshold Acoustics</i>		\$7,500
Pre-Construction Cost Estimating – <i>Cosgrove Construction</i>	1%	\$11,500
Interior Design – <i>Linden Group Architects</i>	1%	\$11,500
Total Estimated Design Phase Fee		\$122,000

Phase One Design Schedule

Phase / Task	Timeline	Key Deliverables / Milestones
Project Kickoff Meeting	Week 1	Project goals confirmed, stakeholder introductions
Existing Conditions Assessment	Weeks 1–3	Facility assessment report; initial findings
Stakeholder Interviews & Programming	Weeks 2–4	Summary of user needs and priorities
Conceptual Design Development	Weeks 4–7	Concept drawings; seating, acoustics, AV strategies
Design Review Meeting #1	Week 7	Stakeholder review and feedback on concept design
Design Development Refinement	Weeks 7–10	Updated design plans integrating feedback
Technical Consultant Coordination	Weeks 7–10	Acoustics, AV, engineering integration inputs
Cost Estimating & Budget Alignment	Weeks 10–11	Updated cost estimate within \$1.15M budget
Design Review Meeting #2	Week 11	Review updated design and cost estimate
Final Design Documentation	Weeks 11–13	Final design drawings and outline specifications
Permitting Consultation	Weeks 12–14	Code compliance review; preliminary permit input
Phase One Deliverable Submission	Week 14	Complete design package; cost estimate; schedule

Next Steps After Design Phase

- Village of Homewood reviews design package
- Approvals to proceed to construction documentation or design-build implementation
- Coordination of bid or pricing with Cosgrove Construction

Exclusions

- Construction administration beyond design phase
- Permitting fees and jurisdictional review costs
- Specialty engineering services outside acoustics and AV
- Civil engineering services
- Landscape design
- Specification book preparation
- Furniture, Fixtures & Equipment (FF&E) procurement
- Hazardous material testing and remediation design
- Detailed shop drawings or fabrication documents



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Excluded items and services may be provided, as per written agreement, as Additional Services, in accordance with the Schedule of Hourly Rates, listed in Exhibit A – Standard Terms and Conditions.

Exhibit A – Standard Terms and Conditions (2 pages) is attached hereto and shall be deemed part of this agreement. If this Agreement meets with your approval, please sign, date, and return one copy to our office, as notice to proceed.

Please contact our office if you have any questions or comments. We look forward to working with you on this project.

Sincerely,
LINDENGROUP Inc.

Michael Matthys AIA NCARB
Vice President / Licensed Architect

ACCEPTED BY:

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SIGNATURE	DATE
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PRINTED NAME	
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TASKS ACCEPTED	



LINDEN GROUP

EXHIBIT A – LINDEN GROUP INC. STANDARD TERMS AND CONDITIONS (2 PAGES)

Terms and Conditions shall be governed by AIA B-Series Owner-Architect Agreement B101 and as such, becomes part of this agreement. AIA Document B101-2017 will be provided upon request by the Owner.

SCHEDULE OF HOURLY RATES

Partner	\$180.00
Principal	\$165.00
Senior Associate	\$145.00
Associate	\$135.00
Project Architect / Manager	\$125.00
Interior Designer Level 1	\$120.00
Interior Designer Level 2	\$110.00
Landscape Architect / Planner	\$115.00
Draftsman Level 1	\$115.00
Draftsman Level 2 /Computer Tech	\$110.00
Technical Support	\$ 90.00

REVISIONS AND ADDITIONAL SERVICES

Additional Services beyond the Project Scope of Service, and any revisions requested by The Owner to completed and approved portions of drawings, will be billed per the Schedule of Hourly Rates listed above.

DELIVERABLE FORMATTING:

Per the Owner's direction, the Architect shall prepare necessary printing, plotting, presentation package copying. Electronic versions of all exhibits shall be provided upon Owner's request.

REIMBURSABLE EXPENSES

Reimbursable expenses will be charged at a rate of 1.20 times the actual amount incurred. Such expenses include, but are limited to, travel, document reproduction, presentation exhibits, and delivery/shipping.

PAYMENTS:

Invoices for the Architect's services and reimbursable expenses are issued to Owner on a monthly basis. Payment in full is due within thirty (15) days of invoice date. Retainers will be posted upon receipt and credited upon final invoice. It is the Owner's responsibility to immediately notify the Architect regarding any billing discrepancies so as to quickly resolve all billing questions relative our contract and performance terms.

A late penalty will be charged on all overdue amounts at the rate of 1.5 percent per month, beginning with the original invoice date. If the amounts remain unpaid 45 days after the original invoice date, the Architect reserves the right to withhold services until the account is made current.

Open balances must be paid prior to release of documents "For Permit", "For bid," or "For Construction." Payment to Linden Group Inc. may be made by business check, PayPal or direct ACH payments, please contact our billing department for payment routing details.

The Owner's obligation to pay for services contracted is in no way dependent upon the Owner's ability to obtain financing, zoning, permits, governmental or regulatory approval, or upon the Owner's successful completion of the project.

TERMINATION

This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Said termination shall include payment by the Owner to the Architect for all services performed by the Architect to the date of termination.

OWNER'S RESPONSIBILITIES

The Owner shall provide all existing available information regarding this Project and shall designate (when necessary) a representative to act on their behalf to provide coordination in rendering decisions necessary for the orderly progress of work.

The Owner shall furnish an accurate and current legal land survey of the property ("ALTA" is preferred) indicating all applicable information and topography, the services of a soils engineer to furnish test borings, soil bearing values, and water conditions, with appropriate professional interpretations thereof, and/or other consultants, when such services are required for the project and deemed necessary by the Architect and/or the municipality.

The Owner shall furnish civil engineering and existing landscaping information to the Architect for reference in coordination of the architectural documents.

The Owner shall furnish such accounting, legal, and insurance counseling services as may be necessary for the project, as well as professional engineering services required to satisfy jurisdictional requirements.

TIME REQUIREMENTS

Time allocations depend largely on the amount of support all parties provide and the coordination necessary to have decisions reviewed and implemented. The Architect will make every good faith effort to provide documents on a timely basis. Owner shall provide Architect with a desired schedule for receiving deliverables.

STANDARD OF CARE

The Architect offers no warranties or guarantees under this agreement. The standard of care applicable to the Architect's services provided under this Agreement shall be the degree of skill, care, and diligence ordinarily employed by professional architects or consultants performing the same or similar services under similar conditions at the time within the region of the project location.

CODES

The Architect shall review laws, regulations, codes, and standards in effect as of the date of this agreement that are applicable to the designer's services and shall exercise professional care and judgment to conform the Contract Documents to the regulations imposed by governmental authorities having jurisdiction over Projects.

LIMITATIONS OF LIABILITY

The Owner and Architect recognize the risks and rewards inherent in this type of project and the services to be provided by Architect and have agreed to allocate those risks and responsibilities as set forth herein. The Owner agrees, to the fullest extent permitted by law, to limit the liability of Architect to the Owner, or anyone claiming through the Owner, for all claims, suits, losses, costs, expenses, or damages of any nature whatsoever, including claims for attorney's fees, so that the total aggregate liability of Architect to the Owner for any claim or claims arising from Architect's services or this Agreement shall not exceed the fees actually paid to Architect pursuant to this Agreement (or available insurance proceeds of the Architect, whichever is lower). It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise specifically prohibited by law. It is specifically understood by and between Owner and Architect that no employee of Architect shall be named individually in any suit, claim or have any personal liability arising out of performance of this Agreement or any services provided by Architect.

LIABILITY

In the event "Additional Construction Costs and Construction Related Expenses" are incurred by the Owner, and these costs provide added value for the project and are expenses the Owner would have incurred had the change or clarification been made to the Contract Documents prior to the time of installation, it shall be understood that such costs shall be borne by the Owner. The Architect shall not have financial responsibility for project construction costs.

It shall be understood that the Architect has satisfied the expected and required standard of care if additional costs and expenses that may be incurred by the Owner as a result of changes or clarifications required to be made to the contract documents due to Architect's error or omission, based on negligence, fall within 2% of the stipulated sum contained in the contract between Owner and Contractor. In such case, the Owner shall not look to Architect or Architect's Consultants for reimbursement of such additional costs and expenses within this 2% of construction cost margin.

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Owner or the Architect, their employees, agents, consultants or contractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Owner or the Architect, their employees, agents, consultants or contractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

The Architect and the Architect's consultants shall 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, products containing asbestos, polychlorinated biphenyl (PCB), gasoline, fuel or oil storage tanks, or other toxic substances. The Owner shall indemnify the Architect against any claims relating to these conditions.

The Owner confirms that neither Linden Group Inc., nor any of its consultants or sub-contractors, has offered any fiduciary service to the Owner, and no fiduciary responsibility shall be owed to the Owner by Linden Group Inc., or any of its consultants or sub-contractors, as a consequence of Linden Group Inc. entering into this agreement with the Owner.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favour of a third party against either the Owner or the Architect.

ADDITIONAL INSURED

The Owner agrees that Linden Group shall be listed as Additional Insured on Certificate of Insurance issued by the General Contractor for this project. Upon written request Linden Group Inc. shall provide Owner with proof of Insurance and or insurance certificates regarding Umbrella liability coverage, Workman's Compensation, and Professional Liability coverages.

APPLICABLE STATE LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. As required by governing jurisdiction, Linden Group Inc. design principal in charge shall hold professional State licensure in jurisdiction where project is to be constructed.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished under this Agreement by Architect pursuant to this Agreement are Instruments of Service for the Project. The Architect shall retain ownership of all documents, and all intellectual property rights, including, but not limited to any copyright thereto. The Architect grants to the Owner a nonexclusive license to reproduce Architect's Instruments of Services solely for the purpose of construction and maintaining the Project, provided that the Owner is in compliance with all obligations required in this Agreement, including prompt payment of all sums when due. Any termination of this Agreement prior to completion of the Project shall terminate this license. The Architect's Instruments of Service are not intended or represented to be suitable for additions, extensions, alterations, or completion of the Project by another design professional, or use on any other project. Any reuse without written consent and verification or adaptation by Architect for the specific purpose intended and upon appropriate compensation to Architect is prohibited and in derogation of Architect's intellectual property rights. Architect shall not be liable

for any claims arising from any use or reuse of the Instruments of Service not permitted by this Agreement. The Owner shall indemnify, defend, and hold harmless Architect and its consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

CONSTRUCTION COST

It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot, and does not, warrant or represent that bids or negotiated prices will not vary from the budget established by the Owner for the Project.

It is recommended that the Owner budget a 5% to 10% contingency over and above the bid price to cover the cost of items that may arise after bids are received, but before permitting or construction. These items might include but are not limited to: items specified after bid or that exceed allowances, additional plan review requirements by permitting municipality, additional work directed in the field by inspectors, uncovered and/or field conditions, environmental issues, Owner directed additions to scope, omissions in plans.

CONSTRUCTION

The Architect shall not have control over, is not in charge of, and shall not be responsible for: construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over the charge of acts, errors, or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. It is recommended the General Contractor provide a "One-Year" walk-through from the date of Substantial Completion of the project to identify any defects in workmanship and recognize any warranty issues for the Owner.

STATUTE OF LIMITATIONS

Causes of action between the parties of this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures occurring after Substantial Completion. Substantial Completion shall be defined as the stage in the progress of the Work where the Work, or designated portion, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

MARKETING

The Owner shall grant the Architect the right to provide and maintain a construction sign on the Project property during the course of construction. The Architect shall have the right to photograph premises for marketing purposes at the Owner's convenience with adequate notice. The Owner shall also grant the Architect the right to utilize renderings, photographic images, and drawings of the project for marketing and promotional purposes including, but not limited to, Architect's website, brochures, media releases, and advertising.

TERMS OF AGREEMENT

Linden Group Inc. reserves the right to withdraw this Proposal if not accepted by the Owner within thirty (30) days. Agreement will become binding in accordance with its terms upon receipt of an executed counterpart and shall then constitute the entire Agreement between the Owner and the Architect and may be altered only in writing by both parties, if initialed and dated by both parties.