



PROJECT SERVICES AGREEMENT

Towanda Elementary School Expansion

McLean County Unit District Number 5

August 24, 2026

August 24, 2026

Mr. Marty Hickman
Chief Financial Officer
McLean County Unit District Number 5
1809 West Hovey Avenue
Normal, Illinois 61761

RE: Proposed Project Services Agreement for Towanda Elementary School Expansion

Mr. Hickman:

Farnsworth Group would like to thank you for the opportunity to present this scope of services.

Based on the original RFQ, our site walks on June 8th and August 6th and subsequent correspondence, we have developed the attached proposed scope of services and associated fees. Scope and fee are based on the following understandings:

- The project is anticipated to be ready for bid during Winter 2027 with construction commencing in the Summer of 2027. An early site/foundation package is anticipated in order to meet the desired project completion schedule.
- The final project program has not yet been determined, however, it is anticipated the program will require four classrooms to maintain two sections each for K-5 in addition to space for support services.
- Kitchen upgrades have been considered but are not currently included in the scope of work.
- The District currently anticipates that the addition will connect through an existing classroom and extend south toward the all weather play surface but will not interfere with the existing paving.
- Pre ISBE requirements, the project will be required to comply with IECC 2024, including accommodations for on-site renewable energy or engaging in a 10-year agreement for the supply of renewable energy to the site.
- Per ISBE requirements, any building addition 7,200 square feet or greater will require a fire suppression system. It is assumed that the building addition will be less than 7,200 square feet.
- LEED or other sustainability certification is not required for the project. However, quality space, durability and efficient performance are key priorities for the District.
- Mechanical systems are anticipated to be independent of the existing building systems.
- The project will be procured as a traditional design-bid-build project.

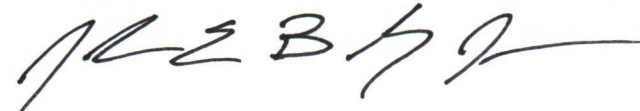
Once again, we appreciate the opportunity to be of service to McLean County Unit 5 and look

forward to developing a strong working relationship with all the project stakeholders. Please contact me if you need any additional information.

Please let me know if there are any questions regarding the scope, fees, or contract language. We will follow up with final versions of the approved contract, as well as Certificates of Insurance. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. We appreciate your consideration and look forward to working with you on this project.

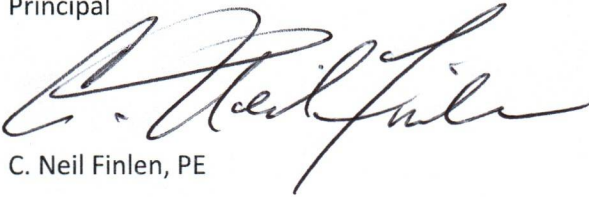
Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink, appearing to read 'JEB Jr.', with a long horizontal flourish extending to the right.

John E. Bishop Jr., AIA, NCARB, LEED AP

Principal

A handwritten signature in black ink, appearing to read 'C. Neil Finlen', with a long horizontal flourish extending to the right.

C. Neil Finlen, PE

Managing Principal



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24th day of August in the year 2026
(In words, indicate day, month and year.)

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

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois

1809 W. Hovey Ave.
Normal, IL 61761

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

Farnsworth Group, Inc.
200 West College Avenue, Suite 301
Normal, Illinois 61761

for the following Project:
(Name, location and detailed description)

Towanda Elementary School
304 S East St.
Towanda, IL 61776

Towanda Elementary School Expansion

- Scope: Design and construction of a new building addition.
- Objective: To provide additional general education classrooms and essential support spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

1.1.1.1 A small addition to accommodate current Towanda students and eliminate portable classrooms –Enrollment Planning Recommendation adopted at April 15, 2026 Unit 5 School Board Meeting

1.1.1.2 Design and construct a new building addition to provide additional general education classrooms and essential support spaces – Request for Qualifications 260073SV District Architectural Services published May 20, 2026

1.1.1.3 Scope updated to suggest that new classroom addition would cut through second classroom from the west on the south side of the building and that the project is to include updates to the existing food service facilities – Presubmittal site walkthrough – June 8, 2026. Food service facilities have subsequently been revised to a possible future scope inclusion at August 17th contract review meeting, which are included as an allowance in Exhibit C and

D to this Agreement.

1.1.1.4 Consideration may be given to alternate approaches, including recapturing existing multipurpose room and kitchen space for classrooms and support space while adding new kitchen and multipurpose room. August 6, 2026 on-site kitchen scope discussion. The alternate approaches scope under this section were removed from project at August 17th contract review meeting and are not included in the Services under this Agreement.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Towanda Elementary School is an approximately 20,000 SF single story slab on grade school building originally constructed in 1938 with additions in 1954, 1963 and 1990. The building is served by a septic system that was most recently updated in 2002. The most recently provided boundary and topographic survey provided by the Owner is dated December 4, 1989. The site currently includes two portable classroom buildings, located on the south side of the building and the west side near the south entrance.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

An estimated project budget of \$4.4 million was established as a part of the Enrollment Planning Recommendation adopted at the April 15, 2026 Unit 5 School Board Meeting

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Contract Award August 19, 2026

Other milestones may be added by the Parties to the project schedule after mutual agreement

.2 Construction commencement date:

Spring 2027

.3 Substantial Completion date or dates:

August 1, 2028

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Traditional Design / Bid / Build Project Delivery Method with a competitive bid. The Parties intend to have an early Site and Foundation package.

§ 1.1.6 Reserved.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representatives in accordance with Section 5.3:
(List name, address, and other contact information.)

Martin Hickman, CFO
1809 W. Hovey Ave.
Normal, IL 61761
hickmanms@unit5.org

(309) 557-4010

M. Curt Richardson, Attorney for the District
1809 W. Hovey Ave.
Normal, IL 61761
richardmc@unit5.org
(309) 557-4082

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Added to Architect's services as a Supplemental Service

- .3** Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John E. Bishop Jr
Principal
200 West College Avenue, Suite 301
Normal, Illinois 61761
jbishop@f-w.com
(309)663-8436

Annapoorna Rao
Sr Project Architect
200 West College Avenue, Suite 301
arao@f-w.com
(309)663-8436

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Structural Engineer:

Farnsworth Group, Inc.

- .2** Mechanical Engineer:

Farnsworth Group, Inc.

.3 Electrical Engineer:

Farnsworth Group, Inc.

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Programming and Design Architect:

Perkins & Will.

.2 Civil Engineer:

Provided internally by Farnsworth Group, Inc.

.3 Landscape Architect:

Provided internally by Farnsworth Group, Inc.

.4 Interior Design and FFE:

Provided internally by Farnsworth Group, Inc.

.5 Cost Estimator:

CCS International, LLC

.6 Facility Support Services (Food Service):

Provided internally by Farnsworth Group, Inc.

.7 Land Surveyor:

Provided internally by Farnsworth Group, Inc.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 The parties shall agree upon written protocols governing the use of, and reliance on, the information contained in a building information model before one is used.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by licensed architects providing similar services on public K-12 projects in Illinois (the "Standard of Care"). Subject to the foregoing, Architect shall provide sufficient organization, personnel, and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the professional skill and care, the orderly progress of the services, and the interests of the Owner. In no case shall the Owner's review or approval of any Schematic Design Documents, Design Development Documents, Construction Documents, or other designs or services to be provided by the Architect under this Agreement release the Architect of its duty to provide its services in accordance with this paragraph.

§ 2.2.1 The Architect shall submit for the Owner's approval a schedule setting forth the anticipated performance of the Architect's services provided under this Agreement. The schedule shall include at a minimum a one (1) week Owner review period and a formal page-turn and sign off meeting at the completion of each design phase before commencement of the subsequent phase, together with a two (2) week review period for the Owner's cost estimating consultant to complete budget updates. Both periods may overlap. Architect shall not be responsible for delays resulting from reviews, comments, approvals or decisions by the Owner, the Owner's consultants, or authorities having jurisdiction, and the project schedule shall be equitably adjusted to reflect any resulting impacts. The schedule shall include allowances for periods of time required for approval of submissions by authorities having jurisdiction over the Project. Time limits established by a schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and advance written 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.

§ 2.5 The Architect shall maintain at their own expense the following minimum insurance coverage until termination of this Agreement. Architect shall require each of its consultant(s) by written contract to maintain insurance coverage of the types required by this Agreement. Such coverage shall be maintained in limits commensurate with the consultant's scope of services, but in no event less than such amounts as Architect reasonably determines appropriate for the services being performed. Coverage shall be occurrence-based (except Professional Liability) and maintained continuously during the Architect's services and for three (3) years after final completion for claims-made policies.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000) per accident and in aggregate 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. 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, its board members, officers, and administrators as additional insureds 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon execution of this Agreement and upon renewal of such coverage during this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program, schedule, budget for the Cost of the Work, and other information furnished by the Owner, the Project site, and the laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall, consistent with the standard of professional skill and care, design the Project in accordance with all applicable laws, codes, and regulations effective at the time the services are provided and shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. If after the Effective Date of this Agreement, a change in applicable law, code, regulation or requirement of an authority having jurisdiction necessitates modification so the Services, the Architect shall be entitled to an equitable adjustment in its compensation and schedule for the additional effort required to comply with such change.

§ 3.2.5.1 Reserved

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1** facilitating the distribution of Bidding Documents to prospective bidders;

- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction with such additions, deletions, and modifications as mutually agreed with the Owner. If Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall conduct evaluations of the Work as required in Section 3.6.2, but shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals as identified in Exhibit B and appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Architect's site visit observations shall be performed in accordance with the Standard of Care. After each site visit, the Architect shall report to the Owner in writing (1) the progress and quality of the portion of the Work completed by each Contractor; (2) deviations from the Contract Documents by each Contractor; (3) deviations from the most recent construction schedule submitted by each Contractor; and (4) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to and should reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.2.1 Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. Any additional reviews shall be Additional Services.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. No other representation is included or intended by the Architect's certification for payment, whether express or implied. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 Reserved.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless

otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming and Concept Design	Architect per Exhibit C
§ 4.1.1.2 Multiple schematic designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect per Exhibit C
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect per Exhibit C
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect per Exhibit C
§ 4.1.1.9 Landscape design	Architect per Exhibit C
§ 4.1.1.10 Architectural interior design	Architect per Exhibit C
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating	Architect per Exhibit C
§ 4.1.1.13 On-site project representation	Architect per Exhibit C
§ 4.1.1.14 Conformed documents for construction	Architect Per Exhibit C
§ 4.1.1.15 As-designed record drawings	Architect per Exhibit C
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services (Food Service)	Architect per Exhibit C
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Architect per Exhibit C
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect per Exhibit C
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect per Exhibit C
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Land Surveying	Architect per Exhibit C
§ 4.1.1.31 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit C

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner will designate locations and power requirements for telecommunications and security system device boxes in order to allow Architect to provide required pathways. Owner is responsible for final installation of cabling, head end equipment and terminal devices.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Unless otherwise provided as part of its Basic Services, upon recognizing the need to perform the following as Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following as Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following as Additional Services if they are not otherwise provided as part of its Basic Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Architect will not provide the Additional Services prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (two (2)) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (thirty two (32)) visits to the site by the Architect during construction; additional site visits are identified as an allowance in Exhibit C and D
- .3 (one (1)) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (one (1)) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 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.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as deemed necessary by the Owner throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter discuss in good faith a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a 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.

§ 5.4 If required by the Project and not provided by the Architect or its consultants, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If required by the Project and not provided by the Architect or its consultants, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Reserved.

§ 5.8 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.

§ 5.9 If required by the Project and not provided by the Architect or its consultants, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 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.

§ 5.12 The Owner shall copy the Architect in all written communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and any Contractors, including the General Conditions of the Contract for Construction and any supplemental conditions.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general and supplemental conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as permitted under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or 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 Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction

Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting Drawings, Specifications, and other instruments of service ("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.

§ 7.2 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.

§ 7.3 The Architect grants to the Owner a nonexclusive irrevocable, royalty-free license to use, reproduce, modify, and create derivative works of the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project and other Owner-owned facilities or when required by Owner to provide under the Illinois Freedom of Information Act, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive irrevocable licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to reproduce or authorize a 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 for use in performing services or construction for the Project, maintaining, altering, or adding to the Project, or as otherwise required under Illinois law.

§ 7.3.1 The Parties agree and acknowledge the Instruments of Services are not intended to be reused or modified without prior written verification by Architect. Any such reuse or modification by Owner shall be without liability to Architect, and Owner shall indemnify and hold harmless Architect from third party claims arising from such reuse.

§ 7.4 Except for the licenses granted in this Article 7, 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 All claims, disputes, and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, and not resolved by voluntary mediation, may be brought in a court of competent jurisdiction within the period specified by applicable law.

§ 8.1.2 Reserved.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement except for third party damages arising from personal injury or property destruction. 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 9.7.

§ 8.2 A request for mediation shall be made in writing and delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint.

§ 8.3. LIMITATION OF LIABILITY. Owner agrees that the liability of the Architect to the Owner for any and all causes of action, including without limited, contribution, asserted by Owner and arising out of or related to the negligent acts, errors or omissions of Architect in performing professional services shall be limited to Five Million Dollars (\$5,000,000).

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate any claim, dispute, or cause of action arising out of or related to this Agreement with any other claim, dispute, or cause of action arising out of or related to this Agreement or constriction of the Project to which it is a party provided that the claims, disputes, or causes of action to be consolidated substantially involve common questions of law or fact. Both parties consent to joinder in such consolidated claim, dispute, or cause of action.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payment of any undisputed amounts 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 (7) 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.

§ 9.2 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.

§ 9.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect in the event the Project is abandoned by Architect. Abandonment by Architect occurs if Architect fails to perform the Services under this Agreement for thirty or more days without cause unattributable to Architect. 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.

§ 9.4 This Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, provided written notice of default has been delivered in accordance with this section prior to termination. Such written notice of default must specify the particular provisions of this Agreement which have not been performed and must indicate that this Agreement will be terminated unless such default is remedied by the defaulting party within not less than thirty (30) days from receipt of the notice of default.

§ 9.5 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.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs of services performed by the Architect's consultants prior to the termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, 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:

N/A

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

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Illinois. Venue shall lie exclusively in the state courts of McLean County, Illinois.

§ 10.2 Terms not defined in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 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.

§ 10.4 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.

§ 10.5 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.

§ 10.6 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.

§ 10.7 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 including, but not limited to, use of student images or personally identifiable information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 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 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 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 10.8.

§ 10.9 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, but only to the extent it does not frustrate the purpose of this Agreement. 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.

§ 10.10 The Architect shall comply with as applicable: (1) the Illinois Human Rights Act (including without limitation those provisions relating the Architect's written sexual harassment policy), (2) the Illinois Drug Free Workplace Act, and (3) State and federal equal employment opportunity laws.

§ 10.11 The Architect and its consultants shall not send to any school building or school property any employee or agent who has been convicted of a crime listed in 105 ILCS 5/10-21.9(c) and/or 5/21B-80(c), as amended from time to time, or who is listed in the Ill. Sex Offender Registry or the Ill. Murderer and Violent Offender Against Youth Registry. The Architect and its consultants shall not send to any school building or school property any employee or agent who has been convicted of a crime listed in 105 ILCS 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense. The Architect and its consultants shall make every employee who will have direct, daily contact with one or more students available to the Owner for the purpose of submitting to a fingerprint-based criminal history records check. The check shall occur before any employee or agent is sent to any school building or school property. The Architect and its consultants will reimburse the Owner for the cost of each check. The Owner must also provide a copy of the report to the individual employee of the Architect or its consultant, but is not authorized to release it to the Architect and its consultant. Additionally, at least quarterly, the Architect and its consultants shall check if any of its employees or agents having direct, daily contact with one or more students is listed on the Ill. Sex Offender Registry or the Ill. Murderer and Violent Offender Against Youth Registry.

§ 10.12 Either at the time of initial hiring or prior to assigning any employee to perform work under this Agreement involving direct contact with children or students, the Architect will perform an Employment History

Review (EHR) for the employee, in accordance with the requirements of 105 ILCS 5/22-94, as it may be amended from time to time.

In performing the EHR, the Architect agrees it will provide the employee with: (1) a Sexual Misconduct Disclosure form, using the Ill. State Board of Education's (ISBE) Sexual Misconduct Disclosure Template for Applicant at www.isbe.net/Documents/Temp1-ISBE-Sexual-Misconduct-Disclosure-Form-Applicant.pdf and (2) copies of the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response form, using ISBE's Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response Template at www.isbe.net/Documents/Temp2-Auth-Release-Sexual-Misconduct-Related-Info.pdf for the employee to complete for each current employer and for each former employer where the employee worked in direct contact with children or students. The Architect shall provide to all employers identified by the employee in Section 3 of the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response form a copy of the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response form (105 ILCS 5/22-94(c)(4), added by P.A. 102-702, eff. 7-1-23). The Architect will instruct the identified employer(s) to return the completed form(s) to the Architect within 20 calendar days after receipt. The Architect shall immediately inform the Owner of any instances of sexual misconduct involving the employee as set forth in 105 ILCS 5/22-94(j)(3). The Architect shall maintain all records of EHRs and upon the Owner's request shall provide the Owner with access to and copies of records pertaining to the EHRs of Architect employees. The Architect shall not send to any school building or other property of Owner: (1) any employee for whom an EHR has not been performed, (2) any employee who provides false information or willingly fails to disclose information required by the EHR, or (3) any employee to whom the Owner objects after the Architect informs it of an instance of sexual misconduct involving the employee as set forth in 105 ILCS 5/22-94(j)(3). 105 ILCS 5/22-94(e) provides that a "contractor who provides information or records about a current or former employee or applicant under this Section [105 ILCS 5/22-94] is immune from criminal and civil liability for the disclosure of the information or records, unless the information or records provided were knowingly false."

§ 10.13 For the duration of this Agreement, and in accordance with 105 ILCS 5/22-94(g), the Architect agrees it will not enter into any collective bargaining agreement, employment contract, agreement for resignation or termination, severance agreement, or any other contract or agreement that: (1) has the effect of suppressing information concerning a pending investigation or a completed investigation in which an allegation was substantiated related to a report of suspected sexual misconduct by a current or former employee, (2) affects the ability of the Architect to report suspected sexual misconduct to the appropriate authorities, or (3) requires the Architect to expunge information about allegations or findings of suspected sexual misconduct from any documents maintained by the Architect, unless, after an investigation, an allegation is found to be false, unfounded, or unsubstantiated.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

See Exhibit D

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The scope of work for Supplemental Services is identified in Exhibit C. The corresponding fee for each Supplemental Service is identified in Exhibit D.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Pursuant to mutual agreement of the Parties in writing.

§ 11.4 Reserved.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty two percent (22%)
Design Development Phase	Twenty four percent (24%)
Construction Documents Phase	Thirty percent (30%)
Procurement Phase	Fourpercent (4%)
Construction Phase	Twenty percent (20%)

Total Basic Compensation				one hundred percent
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit E

§ 11.8 Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services 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 Dedicated data and communication services, 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, provided Owner shall not be required to reimburse Architect for routine office expenses such as internet, phone, standard software, stationary, envelopes, etc.;
- .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;

- .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 as agreed by Owner.

§ 11.8.2 Reserved

§ 11.10 Payments to the Architect

§ 11.10.1 Reserved.

§ 11.10.1.1 Reserved

§ 11.10.1.2 Reserved

§ 11.10.2 Progress Payments

§ 11.10.2.1 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. The Owner will notify the Architect of any disputed amounts on an invoice within seven (7) days of Owner's receipt of the invoice, and the parties shall meet in good faith to attempt to resolve the dispute. Amounts unpaid thirty (30) days after the invoice date shall bear interest in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation except as provided in § 11.10.2.3. Notwithstanding the foregoing, Owner shall not impose a penalty or liquidated damages on the Architect.

§ 11.10.2.3 Owner may withhold or offset amounts otherwise due to Architect for breach of this Agreement following written notice and a reasonable opportunity to cure. Any setoff shall be asserted within thirty (30) days after Owner's receipt of the applicable invoice. Any setoff not timely asserted is waived. No setoff shall be based on third-party claims or alleged damages unrelated to Architect's Services under this Agreement.

§ 11.10.2.4 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

Exhibit pending development and coordination with Perkins and Will. To be added by mutual agreement in accordance with § 1.3.1.

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into 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, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Request for Qualifications

Exhibit B – Scope of Basic Services

Exhibit C – Customized Scope Description for Supplemental Services

Exhibit D – Compensation

Exhibit E – Farnsworth Group Rate Schedule, which shall be revised once annually at the beginning of each calendar year

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

BY:

(Printed name and title)

ARCHITECT *(Signature)*

BY:

(Printed name, title, and license number if required)

ARCHITECT *(Signature)*

BY:

(Printed name, title, and license number if required)



Additions and Deletions Report for AIA® Document B101® – 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 11:15:35 CDT on 08/24/2026.

PAGE 1:

AGREEMENT made as of the 24th day of August in the year 2026

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois

1809 W. Hovey Ave.

Normal, IL 61761

Farnsworth Group, Inc.
200 West College Avenue, Suite 301
Normal, Illinois 61761

-

Towanda Elementary School
304 S East St.
Towanda, IL 61776

-

Towanda Elementary School Expansion
● Scope: Design and construction of a new building addition.
● Objective: To provide additional general education classrooms and essential support spaces.

PAGE 2:

1.1.1.1 A small addition to accommodate current Towanda students and eliminate portable classrooms –Enrollment Planning Recommendation adopted at April 15, 2026 Unit 5 School Board Meeting

1.1.1.2 Design and construct a new building addition to provide additional general education classrooms and essential support spaces – Request for Qualifications 260073SV District Architectural Services published May 20, 2026

1.1.1.3 Scope updated to suggest that new classroom addition would cut through second classroom from the west on the south side of the building and that the project is to include updates to the existing food service facilities – Presubmittal site walkthrough – June 8, 2026. Food service facilities have subsequently been revised to a possible future scope inclusion at August 17th contract review meeting, which are included as an allowance in Exhibit C and D to this Agreement.

1.1.1.4 Consideration may be given to alternate approaches, including recapturing existing multipurpose room and kitchen space for classrooms and support space while adding new kitchen and multipurpose room. August 6, 2026 on-site kitchen

scope discussion. The alternate approaches scope under this section were removed from project at August 17th contract review meeting and are not included in the Services under this Agreement.

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

PAGE 3:

Towanda Elementary School is an approximately 20,000 SF single story slab on grade school building originally constructed in 1938 with additions in 1954, 1963 and 1990. The building is served by a septic system that was most recently updated in 2002. The most recently provided boundary and topographic survey provided by the Owner is dated December 4, 1989. The site currently includes two portable classroom buildings, located on the south side of the building and the west side near the south entrance.

An estimated project budget of \$4.4 million was established as a part of the Enrollment Planning Recommendation adopted at the April 15, 2026 Unit 5 School Board Meeting

.2 Contract Award August 19, 2026

Other milestones may be added by the Parties to the project schedule after mutual agreement

.2 Construction commencement date:

.3 Spring 2027

.3 Substantial Completion date or dates:

.4 August 1, 2028

.4 Other milestone dates:

PAGE 4:

Traditional Design / Bid / Build Project Delivery Method with a competitive bid. The Parties intend to have an early Site and Foundation package.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Reserved.

§ 1.1.7 The Owner identifies the following representative representatives in accordance with Section 5.3:

Martin Hickman, CFO

1809 W. Hovey Ave.
Normal, IL 61761
hickmanms@unit5.org

(309) 557-4010

M. Curt Richardson, Attorney for the District

1809 W. Hovey Ave.
Normal, IL 61761
HYPERLINK "mailto:richardmc@unit5.org" richardmc@unit5.org
(309) 557-4082

TBD

.3 Added to Architect's services as a Supplemental Service

.3 Other, if any:

PAGE 5:

John E. Bishop Jr
Principal
200 West College Avenue, Suite 301
Normal, Illinois 61761
jbishop@f-w.com
(309)663-8436

Annapoorna Rao
Sr Project Architect
200 West College Avenue, Suite 301
arao@f-w.com
(309)663-8436

.2 Farnsworth Group, Inc.

.2 Mechanical Engineer:

.3 Farnsworth Group, Inc.

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Farnsworth Group, Inc.

PAGE 6:

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Programming and Design Architect:

Perkins & Will.

.2 Civil Engineer:

Provided internally by Farnsworth Group, Inc.

.3 Landscape Architect:

Provided internally by Farnsworth Group, Inc.

.4 Interior Design and FFE:

Provided internally by Farnsworth Group, Inc.

.5 Cost Estimator:

CCS International, LLC

.6 Facility Support Services (Food Service):

Provided internally by Farnsworth Group, Inc.

.7 Land Surveyor:

Provided internally by Farnsworth Group, Inc.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to The parties shall agree upon written protocols governing the use of, and reliance on, the information contained in the model 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, before one is used.

PAGE 7:

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by licensed 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 providing similar services on public K-12 projects in Illinois (the "Standard of Care"). Subject to the foregoing, Architect shall provide sufficient organization, personnel, and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the professional skill and care, the orderly progress of the services, and the interests of the Owner. In no case shall the Owner's review or approval of any Schematic Design Documents, Design Development Documents, Construction Documents, or other designs or services to be provided by the Architect under this Agreement release the Architect of its duty to provide its services in accordance with this paragraph.

§ 2.2.1 The Architect shall submit for the Owner's approval a schedule setting forth the anticipated performance of the Architect's services provided under this Agreement. The schedule shall include at a minimum a one (1) week Owner review period and a formal page-turn and sign off meeting at the completion of each design phase before commencement of the subsequent phase, together with a two (2) week review period for the Owner's cost estimating consultant to complete budget updates. Both periods may overlap. Architect shall not be responsible for delays resulting from reviews, comments, approvals or decisions by the Owner, the Owner's consultants, or authorities having jurisdiction, and the project schedule shall be equitably adjusted to reflect any resulting impacts. The schedule shall include allowances for periods of time required for approval of submissions by authorities having jurisdiction over the Project. Time limits established by a

schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

§ 2.4 Except with the Owner's knowledge and advance written 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.

§ 2.5 The Architect shall maintain at their own expense the following minimum insurance coverage until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9~~ Architect shall require each of its consultant(s) by written contract to maintain insurance coverage of the types required by this Agreement. Such coverage shall be maintained in limits commensurate with the consultant's scope of services, but in no event less than such amounts as Architect reasonably determines appropriate for the services being performed. Coverage shall be occurrence-based (except Professional Liability) and maintained continuously during the Architect's services and for three (3) years after final completion for claims-made policies.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ \$4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000) per accident and in aggregate 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 8:

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. 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 its board members, officers, and administrators~~ as additional insureds 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5: upon execution of this Agreement and upon renewal of such coverage during this Agreement.

§ 3.2.1 The Architect shall review the program, schedule, budget for the Cost of the Work, and other information furnished by the Owner, ~~and shall review the Project site, and the laws, codes, and regulations applicable to the Architect's services.~~

PAGE 9:

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1., consistent with the standard of professional skill and care, design the Project in accordance with all applicable laws, codes, and regulations effective at the time the services are provided and shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. If after the Effective Date of this Agreement, a change in applicable law, code, regulation or requirement of an authority having jurisdiction necessitates modification so the Services, the Architect shall be entitled to an~~

equitable adjustment in its compensation and schedule for the additional effort required to comply with such change.

§ 3.2.5.1 Reserved

PAGE 10:

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 _____ organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

PAGE 11:

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the with such additions, deletions, and modifications as mutually agreed with the Owner. If Owner and Contractor modify AIA Document A201–2017A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall conduct evaluations of the Work as required in Section 3.6.2, but shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.2.1 The Architect shall visit the site at intervals as identified in Exhibit B and appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about Architect's site visit observations shall be performed in accordance with the Standard of Care. After each site visit, the Architect shall report to the Owner in writing (1) the progress and quality of the portion of the Work completed; and promptly report to the Owner (1) known by each Contractor; (2) deviations from the Contract Documents; (2) known by each Contractor; (3) deviations from the most recent construction schedule submitted by the each Contractor; and (34) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to and should reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.2.1 Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. Any additional reviews shall be Additional Services.

PAGE 12:

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. No other representation is included or intended by the Architect's certification for payment, whether express or implied. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum Reserved.

PAGE 13:

§ 4.1.1.1 Programming and Concept Design

Architect per Exhibit C

PAGE 14:

§ 4.1.1.2 Multiple preliminary schematic designs

Not Provided

Architect per Exhibit C

Not Provided

Not Provided

Architect per Exhibit C

Not Provided

Architect per Exhibit C

Architect per Exhibit C

Architect per Exhibit C

Not Provided

Architect per Exhibit C

§ 4.1.1.12 Detailed cost estimating ~~beyond that required in Section 6.3~~

Architect per Exhibit C

Architect Per Exhibit C

Architect per Exhibit C

Not Provided

Not Provided

§ 4.1.1.18 Facility support services (Food Service)

Architect per Exhibit C

Not Provided

Not Provided

Owner

Owner

Architect per Exhibit C

Not Provided

Not Provided

Architect per Exhibit C

Not Provided

Architect per Exhibit C

Not Provided

§ 4.1.1.30 Land Surveying

Architect per Exhibit C

§ 4.1.1.30 _____ 31 Other Supplemental Services

Not Provided

See Exhibit C

Owner will designate locations and power requirements for telecommunications and security system device boxes in order to allow Architect to provide required pathways. Owner is responsible for final installation of cabling, head end equipment and terminal devices.

PAGE 15:

§ 4.2.1 ~~Upon~~Unless otherwise provided as part of its Basic Services, upon recognizing the need to perform the following as Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following as Additional Services until the Architect receives the Owner's written authorization:

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following as Additional Services if they are not otherwise provided as part of its Basic Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The ~~Owner shall compensate the Architect for the services provided~~Architect will not provide the Additional Services prior to the Architect's receipt of the Owner's notice.

PAGE 16:

.1 (two (2)) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (thirty two (32)) visits to the site by the Architect during construction; additional site visits are identified as an allowance in Exhibit C and D

.3 (one (1)) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 (one (1)) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as deemed necessary by the Owner throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter ~~agree to~~discuss in good faith a corresponding change in the Project's scope and quality.

§ 5.4 ~~The~~If required by the Project and not provided by the Architect or its consultants, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 ~~The~~If required by the Project and not provided by the Architect or its consultants, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement Reserved.

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§ 5.9 ~~The~~ If required by the Project and not provided by the Architect or its consultants, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall ~~include~~copy the Architect in all written communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and ~~Contractor~~any Contractors, including the General Conditions of the Contract for Construction and any supplemental conditions.

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

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general and supplemental conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~may be adjusted throughout the Project as required~~permitted~~ under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or 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 Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, ~~and the Owner shall cooperate with the Architect in making such adjustments.~~

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is

exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall may

§ 7.1 The Architect and the Owner warrantrepresent that in transmitting Drawings, Specifications, and other instruments of service ("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.

§ 7.3 The Architect grants to the Owner a nonexclusive irrevocable, royalty-free license to use, reproduce, modify, and create derivative works of the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project and other Owner-owned facilities or when required by Owner to provide under the Illinois Freedom of Information Act, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive irrevocable licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to reproduce or 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, subject to any protocols established pursuant to Section 1.3, 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 9.4, the license granted in this Section 7.3 shall terminate, maintaining, altering, or adding to the Project, or as otherwise required under Illinois law.

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§ 8.2.2 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. A request for mediation shall be made in writing and delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint.

§ 7.3.1 In the event the Owner uses The Parties agree and acknowledge 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 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Services are not intended to be reused or modified without prior written verification by Architect. Any such reuse or modification by Owner shall be without liability to Architect, and Owner shall indemnify and hold harmless Architect from third party claims arising from such reuse.

§ 8.1.1 The Owner and Architect shall commence all claims All claims, disputes, 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 and not resolved by voluntary mediation, may be brought in a court of competent jurisdiction 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 8.1.1.

§ 8.1.2 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. Reserved.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement except for third party damages arising from personal injury or property destruction. 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 9.7.

§ 8.2 Mediation

~~§ 8.2.1 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.~~

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§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ _____ Arbitration pursuant to Section 8.3 of this Agreement

☐ _____ Litigation in a court of competent jurisdiction

☐ _____ Other: (Specify)

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.

§ 8.3 Arbitration

§ 8.3.1 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.

§ 8.3.1.1 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.

§ 8.3.2 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.

§ 8.3.3 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.

3. LIMITATION OF LIABILITY. Owner agrees that the liability of the Architect to the Owner for any and all causes of action, including without limited, contribution, asserted by Owner and arising out of or related to the negligent acts, errors or omissions of Architect in performing professional services shall be limited to Five Million Dollars (\$5,000,000).

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

§ 8.3.4.2 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, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement any claim, dispute, or cause of action arising out of or related to this Agreement with any other claim, dispute, or cause of action arising out of or related to this Agreement or constriction of the Project to which it is a party provided that the claims, disputes, or causes of action to be consolidated substantially involve common questions of law or fact. Both parties consent to joinder in such consolidated claim, dispute, or cause of action.

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§ 9.1 If the Owner fails to make payments payment of any undisputed amounts 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 (7) 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.

§ 9.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect in the event the Project is abandoned by Architect. Abandonment by Architect occurs if Architect fails to perform the Services under this Agreement for thirty or more days without cause unattributable to Architect. 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.

§ 9.4 ~~Either party~~ This Agreement may terminate this Agreement upon not less than seven days' written notice ~~be terminated by either party~~ should the other party fail ~~substantially to~~ substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, provided written notice of default has been delivered in accordance with this section prior to termination. Such written notice of default must specify the particular provisions of this Agreement which have not been performed and must indicate that this Agreement will be terminated unless such default is remedied by the defaulting party within not less than thirty (30) days from receipt of the notice of default.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, 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 of services performed by the Architect's consultants prior to the termination.~~

N/A _____

N/A _____

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§ 9.9 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 7 and Section 9.7.

§ 10.9 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, but only to the extent it does not frustrate the purpose of this Agreement. 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.

§ 10.1 This Agreement shall be governed by the laws 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 8.3 State of Illinois. Venue shall lie exclusively in the state courts of McLean County, Illinois.

§ 10.2 Terms not defined in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.7 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, including, but not limited to, use of student images or personally identifiable information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8.1 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 10.8.

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§ 10.13 For the duration of this Agreement, and in accordance with 105 ILCS 5/22-94(g), the Architect agrees it will not enter into any collective bargaining agreement, employment contract, agreement for resignation or termination, severance agreement, or any other contract or agreement that: (1) has the effect of suppressing information concerning a pending investigation or a completed investigation in which an allegation was substantiated related to a report of suspected sexual misconduct by a current or former employee, (2) affects the ability of the Architect to report suspected sexual misconduct to the appropriate authorities, or (3) requires the Architect to expunge information about allegations or findings of suspected sexual misconduct from any documents maintained by the Architect, unless, after an investigation, an allegation is found to be false, unfounded, or unsubstantiated.

§ 10.10 The Architect shall comply with as applicable: (1) the Illinois Human Rights Act (including without limitation those provisions relating the Architect's written sexual harassment policy), (2) the Illinois Drug Free Workplace Act, and (3) State and federal equal employment opportunity laws.

§ 10.11 The Architect and its consultants shall not send to any school building or school property any employee or agent who has been convicted of a crime listed in 105 ILCS 5/10-21.9(c) and/or 5/21B-80(c), as amended from time to time, or who is listed in the Ill. Sex Offender Registry or the Ill. Murderer and Violent Offender Against Youth Registry. The Architect and its consultants shall not send to any school building or school property any employee or agent who has been convicted of a crime listed in 105 ILCS 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's

sentence for the criminal offense. The Architect and its consultants shall make every employee who will have direct, daily contact with one or more students available to the Owner for the purpose of submitting to a fingerprint-based criminal history records check. The check shall occur before any employee or agent is sent to any school building or school property. The Architect and its consultants will reimburse the Owner for the cost of each check. The Owner must also provide a copy of the report to the individual employee of the Architect or its consultant, but is not authorized to release it to the Architect and its consultant. Additionally, at least quarterly, the Architect and its consultants shall check if any of its employees or agents having direct, daily contact with one or more students is listed on the Ill. Sex Offender Registry or the Ill. Murderer and Violent Offender Against Youth Registry.

§ 10.12 Either at the time of initial hiring or prior to assigning any employee to perform work under this Agreement involving direct contact with children or students, the Architect will perform an Employment History Review (EHR) for the employee, in accordance with the requirements of 105 ILCS 5/22-94, as it may be amended from time to time.

In performing the EHR, the Architect agrees it will provide the employee with: (1) a Sexual Misconduct Disclosure form, using the Ill. State Board of Education's (ISBE) Sexual Misconduct Disclosure Template for Applicant at www.isbe.net/Documents/Temp1-ISBE-Sexual-Misconduct-Disclosure-Form-Applicant.pdf and (2) copies of the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response form, using ISBE's Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response Template at www.isbe.net/Documents/Temp2-Auth-Release-Sexual-Misconduct-Related-Info.pdf for the employee to complete for each current employer and for each former employer where the employee worked in direct contact with children or students. The Architect shall provide to all employers identified by the employee in Section 3 of the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response form a copy of the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response form (105 ILCS 5/22-94(c)(4), added by P.A. 102-702, eff. 7-1-23). The Architect will instruct the identified employer(s) to return the completed form(s) to the Architect within 20 calendar days after receipt. The Architect shall immediately inform the Owner of any instances of sexual misconduct involving the employee as set forth in 105 ILCS 5/22-94(j)(3). The Architect shall maintain all records of EHRs and upon the Owner's request shall provide the Owner with access to and copies of records pertaining to the EHRs of Architect employees. The Architect shall not send to any school building or other property of Owner: (1) any employee for whom an EHR has not been performed, (2) any employee who provides false information or willingly fails to disclose information required by the EHR, or (3) any employee to whom the Owner objects after the Architect informs it of an instance of sexual misconduct involving the employee as set forth in 105 ILCS 5/22-94(j)(3). 105 ILCS 5/22-94(e) provides that a "contractor who provides information or records about a current or former employee or applicant under this Section [105 ILCS 5/22-94] is immune from criminal and civil liability for the disclosure of the information or records, unless the information or records provided were knowingly false."

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.2 _____ Percentage Basis

_____ (Insert percentage value)

_____ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 _____ Other

_____ (Describe the method of compensation)

See Exhibit D

The scope of work for Supplemental Services is identified in Exhibit C. The corresponding fee for each Supplemental Service is identified in Exhibit D.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Pursuant to mutual agreement of the Parties in writing. _____

§ 11.4 Reserved.

Twenty two percent (22%)

Twenty four percent (24%)

Thirty percent (30%)

Fourpercent (4%)

Twenty percent (20%)

~~one hundred~~

~~percent (~~

~~100~~

one hundred percent (100.00 %)

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See Exhibit E

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

~~.2 Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;

~~.4 Printing, reproductions, plots, and standard form documents, provided Owner shall not be required to reimburse Architect for routine office expenses such as internet, phone, standard software, stationary, envelopes, etc.;~~

~~.12 Other similar Project-related expenditures.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred as agreed by Owner.~~

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 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:~~ 11.8.2 Reserved

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

§ 11.10.1 Initial Payments Reserved.

§ 11.10.1.1 An initial payment of (\$) 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. Reserved

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Reserved

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§ 11.10.2.1 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.~~

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

%

The Owner will notify the Architect of any disputed amounts on an invoice within seven (7) days of Owner's receipt of the invoice, and the parties shall meet in good faith to attempt to resolve the dispute. Amounts unpaid thirty (30) days after the invoice date shall bear interest in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation ~~to except as provided in § 11.10.2.3. Notwithstanding the foregoing, Owner shall not~~ 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.~~

§ 11.10.2.3 Owner may withhold or offset amounts otherwise due to Architect for breach of this Agreement following written notice and a reasonable opportunity to cure. Any setoff shall be asserted within thirty (30) days after Owner's receipt of the applicable invoice. Any setoff not timely asserted is waived. No setoff shall be based on third-party claims or alleged damages unrelated to Architect's Services under this Agreement.

§ 11.10.2.34 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Exhibit pending development and coordination with Perkins and Will. To be added by mutual agreement in accordance with § 1.3.1.

[X] Other Exhibits incorporated into this Agreement:

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.4 _____ Other documents:

_____ Exhibit A – Request for Qualifications

Exhibit B – Scope of Basic Services

Exhibit C – Customized Scope Description for Supplemental Services

Exhibit D – Compensation

Exhibit E – Farnsworth Group Rate Schedule, which shall be revised once annually at the beginning of each calendar year

.4 _____ Other documents:

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 11:15:35 CDT on 08/24/2026 under Order No. 20240070345 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Exhibit A – RFQ

Towanda Elementary School Expansion

McLean County Unit District
Number 5

August 24, 2026



REQUEST FOR QUALIFICATIONS

260073SV

District Architectural Services

Publish Date: May 20, 2026

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INTRODUCTION

The Board of Education for Community Unit School District No. 5, McLean and Woodford Counties, Illinois (hereafter referred to as “Unit 5” or “McLean County Unit District No. 5”) is soliciting Statements of Interest and Qualifications from qualified firms to provide comprehensive Architectural Services, as per (50 ILCS 510/) Local Government Professional Services Selection Act, to assist Unit 5 in performing possible planning, remodeling, construction, life-health safety projects and special projects. The firm(s) selected shall have the responsibility for execution of the planning, design, construction documentation, and construction administration phases of future projects as assigned by the Board of Education.

This RFQ is not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the Statements of Qualifications. There will be no public opening and reading of responses received by Unit 5 pursuant to this request.

SCHEDULE

The following is the proposed schedule for the selection of firm(s) to provide architectural services:

May 20, 2026	RFQ Released
June 3, 2026	Deadline for Respondent inquiries and clarifications
June 10, 2026	Statements of Qualifications due on or before 1:00 PM; evaluation period begins
July 10, 2026	Notification of top-rated firms and non-selected firms
July 21-23, 2026	Interviews with top-rated firms
July 30, 2026 - August 12, 2026	Contract negotiations with selected firm(s)
August 19, 2026	Proposed Board action on firm(s) to provide Services

UNIT 5 BACKGROUND

Unit 5 is located primarily in McLean County, Illinois, includes 11 congressional townships, and serves parts of Bloomington, all of Carlock, Hudson, Normal, and Towanda and rural areas surrounding each of these communities. Unit 5 employs approximately 1,650 full and part-time staff members to educate approximately 12,500 students. The district spans more than 214 square miles, with 17 elementary, 4 junior high and 2 high school buildings, and 1 vocational training site. The district has 156 Illinois Department of Transportation-approved buses in its fleet. Buses

travel 1.9 million miles annually, delivering more than 10,000 students to 23 schools. A list of Unit 5 facilities can be found in Exhibit A.

Unit 5 is committed to providing an exceptional educational experience for all students. The District's mission is to educate each student to achieve personal excellence.

- **Commitment #1, Integrity:** We believe in challenging what we do and how we do it. Therefore, we build trust and earn respect through honesty, fair process, and transparency in our decision-making.
- **Commitment #2, Belonging:** We believe in fostering a safe, courageous, and inclusive environment for all. Therefore, we develop relationships that are accepting, validating, and appreciative of differences.
- **Commitment #3, Engagement:** We believe in igniting inspiration and supporting innovation. Therefore, we optimize learning experiences that foster curiosity and develop a passion for learning among all students and staff.
- **Commitment #4, Teamwork:** We believe in making a collective and collaborative impact. Therefore, we are intentional about being open to all ideas and solutions toward accomplishing our goals.
- **Commitment #5, Excellence:** We believe in high expectations with high support. Therefore, we elevate our community by embracing change through continuous improvement, individually and collectively.

STATEMENTS OF QUALIFICATIONS SUBMISSION

Statements of Qualifications (SOQ) are due by **June 10, 2026 at 1:00 PM local time**. Timely delivery is at the risk of the Respondent. Any SOQ received after the deadline will be rejected.

Please submit 10 bound copies and one electronic copy on a USB flash drive:

Martin Hickman, Chief Financial Officer
McLean County Unit School District No. 5
1809 W Hovey Ave, Normal, IL 61761
309-557-4010
hickmanms@unit5.org

SOQ must be enclosed in a **sealed envelope (or other sealed container)**; the package must clearly show the phrase "Request for Qualifications #260073SV District Architectural Services" and the Respondent's name.

SOQ should be prepared as standard 8-1/2 x 11 letter size, and shall be limited to 75 pages, exclusive of required attachments. Adherence to the maximum page criterion is critical; each page side with criteria information will be counted toward the maximum number of pages. Front and back covers, table of contents pages, and tabbed divider pages will not be counted if they do not contain SOQ information.

RESPONDENTS' INQUIRIES AND ADDENDA

Any questions or concerns regarding this RFQ shall be directed in writing to:

Martin Hickman, Chief Financial Officer
McLean County Unit School District No. 5

1809 W Hovey Ave, Normal, IL 61761
309-557-4010
hickmanms@unit5.org

Any responses to questions, or changes in this RFQ, shall be issued in writing as an addendum. Respondents must acknowledge addenda received as part of their submissions (see Exhibit B). Failure to do so may subject the Respondent to disqualification.

Oral and other interpretations or clarification will be without legal effect.

GENERAL TERMS AND CONDITIONS

- 1) Respondents are advised to review all sections of this RFQ carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the Statements of Qualifications (SOQ). SOQ which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being nonresponsive.
- 2) Joint venture and/or cooperative professional teams will not be considered.
- 3) The inclusion of subconsultants (e.g.: Mechanical, Electrical, Plumbing, Structural, etc.) will not be required to be included in the SOQ.
- 4) All costs associated with developing or submitting SOQ in response to this Request, or to provide oral or written clarification of its content shall be borne by the Respondent. Unit 5 assumes no responsibility for these costs. This RFQ does not commit Unit 5 to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- 5) This RFQ does not commit Unit 5 to enter into a contract. Unit 5 reserves the right to award one, more than one, or no contract(s) in response to this RFQ. Unit 5 reserves the right to waive informalities and irregularities in the submissions of SOQ received. Unit 5 also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- 6) The Contract, if awarded, will be awarded to the Respondent(s) whose SOQ are deemed most advantageous to Unit 5, as determined by the selection committee, upon approval of the Unit 5 Board of Education.
- 7) Unit 5 reserves the right to contact any Respondent for clarification, interviews or to negotiate if such is deemed desirable by Unit 5.
- 8) The purpose of this Request for Qualifications is to identify an experienced Architectural Services firm (or firms) with the best combination of qualifications.
- 9) All Proposers are prohibited from making any contact with the District Personnel, Board of Education, or Superintendent or any other administrator or employee of the District with regard to the RFQ, other than in the manner and to the person(s) designated herein. The Chief Financial Officer reserves the right to disqualify any Proposer found to have contacted the people listed above in any manner with regard to the RFQ.
- 10) The firm's services shall conform to the Illinois State School Code and be in accordance with all federal, state and local laws, codes, ordinances, and regulations.

SCOPE OF SERVICES

The selected firm(s) will provide comprehensive general architectural services for various District needs. A primary component of this engagement includes specialized expertise in School Health Life Safety (HLS) projects, ensuring all facilities remain in full compliance with state-mandated safety codes, structural integrity requirements, and environmental standards.

The firm(s) will be responsible for the assessment, design, and oversight of renovations and new constructions as needs arise in the District and as assigned by the District. The selected architectural firm(s) will become part of a project team (Design Team) consisting of members of Unit 5 and community stakeholders and to perform services as required.

The Design Team may be requested to:

- Attend meetings with Unit 5 administrative staff as necessary.
- Attend Unit 5 Board of Education meetings as necessary.
- Develop preliminary drafts of the Project Program for Unit 5 review and comment.
- Consult with Unit 5 on budgetary and funding matters.
- Consult with Unit 5 on Project scheduling considerations. Consult with Unit 5 on general concepts of the Project scope of work and Project needs.

Preliminary Project Forecast

The following list represents potential upcoming capital projects for Unit 5. This list is provided for informational purposes only and does not constitute a formal commitment by the District to proceed with any or all of the projects listed.

Early Learning Center (ELC)

- **Scope:** Construction of a new facility or the comprehensive renovation of an existing building.
- **Objective:** To consolidate and serve early learning students currently attending Brigham and Sugar Creek elementary schools.

18-22 Transitional Program Facility

- **Scope:** Construction of a new facility or the comprehensive renovation of an existing building.
- **Objective:** To create a dedicated space for the 18-22 Transitional Program (currently housed at Eugene Field Secondary Services). The design must prioritize universal accessibility and specialized programming needs for adult learners.

Towanda Elementary School Expansion

- **Scope:** Design and construction of a new building addition.
- **Objective:** To provide additional general education classrooms and essential support spaces.

Parkside Junior High School Expansion

- **Scope:** Design and construction of a new building addition.
- **Objective:** To create Special Education (SPED) classrooms and integrated support environments tailored to student needs.

STATEMENTS OF QUALIFICATIONS CONTENT

Statement of Interest

Provide a signed Statement of Qualifications (SOQ) with the name and address of the Respondent, expressing interest and capability to perform the work.

Firm Description

Provide the following:

- Firm Name, address, web address, telephone and fax numbers
- Contact person (provide direct phone number and e-mail)
- Number of years in business under current name
- Type of organization
- Disciplines offered in-house
- Special areas of practice
- Staffing information (number of architects, interior designers, engineers, etc.)
- List any previous names of firm and years of business under each name
- In the case of a multiple office firm, provide general information on the firm (locations, staffing, etc.) but also provide detailed information on the office that will be serving the District (key personnel, project experience, etc.). The office designated to serve the District, in the SOQ submission, must be the office to perform the work in the event that the project is awarded to that firm.
- The short-listed firms may be requested to provide a copy of the firm's financial statement. Provide a copy of the firm's certificate of insurance indicating the levels of professional liability and general liability insurance coverage carried by the firm. Minimum coverage to be as follows:
 - General Liability [\$1,000,000/\$3,000,000]
 - Automotive Liability [\$1,000,000]
 - Professional Liability [\$1,000,000/\$1,000,000]
 - Worker's Compensation [Statutory Limits]
- List any litigation, arbitration and alternative dispute resolution within the last 10 years, arising out of any design work for any School District; and whether still pending, or if concluded, the final result. If so, please provide an explanation.

- List if your firm (under current or previous names) has been terminated within the last 10 years from a project by a School District and, if so, for what reason. If so, list the name and contact information for the School District.

Firm Experience and Capabilities

- Provide a list of all school district clients for which you have provided services for in the last ten years. Include project description (whether the project involved planning, new construction, additions or renovations), the type of architectural, engineering, other services and delivery method that you provided, as well as the client contact information.
- Please highlight your experience in performing work such as HVAC, classroom addition/renovation projects.
- Firms should provide appropriate visual representations of related school project experience.
- Samples of work that demonstrate experience in Pre-K, 18-22, elementary, and secondary environments are required.
- Firms should provide a summary of experience, concerns and regarding the use of construction management firms.
- Firms should also demonstrate expertise in maximizing construction budgets, experience in the design of general educational spaces as well as the design of specialty instructional spaces, including but not limited to libraries, gymnasiums, multi-purpose rooms, science classrooms, athletic fields, and broad-based technology areas.
- Firms should provide an information summary relative to the quantity and monetary value of change orders required on school facility projects completed in the last five years.
- Firms should provide an information summary comparing actual to budgeted costs for school projects completed in the last five years.

Firm Workload

- Provide a list of all projects for which your firm is currently under contract as an architectural firm.
- Provide the percentage that educational projects made up of your total project workload in the last twelve months.

Key Personnel & Experience

- Provide a simple organizational chart identifying key members of the firm.
- Provide resumes of project designers, managers, key staff relevant to the requirements of this RFQ, including their work experience, education, affiliations and awards. Resumes should not include project pictures or general firm information. Particular reference should be made to the firm's construction administration/observation personnel.
- If any staffing changes should occur between the submission of SOQ and the award of a contract, the architect must notify the District in writing. Unapproved staffing changes may result in a rejection of the SOQ.

Project Approach

Provide a brief discussion of the following:

- The methodology that your firm would use in conducting a project from inception to Owner acceptance. This should include strategies for collaboration, communication and community building. If your methodology utilizes any specialized software packages and computerized systems, please provide an adequate description and summary of capabilities.
- The firm's ability / experience to work in the McLean County area. In your response, describe how your firm plans to respond when the District has immediate needs that require on-site attention.
- Your approach to project scheduling and cost estimating within the environment of the educational sector.
- The process your firm utilizes to investigate bidders to insure that they are qualified and equipped to satisfactorily complete a project.

References

Provide a minimum of four (4) references for architectural services performed on educational facilities in Illinois in the last five (5) years.

EVALUATION PROCESS

District administration will review all RFQ's and offer the top-rated firms an opportunity to interview with members of the Board of Education and the administrative team July 21-23, 2026.

Interviews will consist of up to a 60 minute presentation of each firm followed by a traditional question and answer session.

The interview team will review the RFQ's and data collected during the interview process prior to ranking each firm. Firms will be ranked based on Statements of Qualifications and data obtained through the interview process.

Negotiations will begin soon thereafter with the highest ranking firm(s). It is anticipated that a final recommendation will be brought to the Board of Education on August 19, 2026.

EXHIBIT A: Facility Addresses

Unit 5 facilities are subject to ongoing review and updates. Respondents should confirm the current list of facilities with the District prior to submission.

School Buildings

Benjamin Elementary School
6006 Ireland Grove Rd, Bloomington, IL 61705

Brigham Early Learning Center
201 Brigham School Rd, Bloomington, IL 61704

Carlock Elementary School
301 W Washington St, Carlock, IL 61725

Cedar Ridge Elementary School
2808 Breezewood Blvd, Bloomington, IL 61704

Chiddix Junior High School
300 S Walnut St, Normal, IL 61761

Eugene Field Secondary Services
412 E Cypress St, Normal, IL 61761

Evans Junior High School
2901 Morrissey Dr, Bloomington, IL 61704

Fairview Elementary School
416 Fairview St, Normal, IL 61761

Fox Creek Elementary School
3910 Timberwolf Trl, Bloomington, IL 61705

Glenn Elementary School
306 Glenn Ave, Normal, IL 61761

Grove Elementary School
1101 Airport Rd, Normal, IL 61761

Hoose Elementary School
600 Grandview Dr, Normal, IL 61761

Hudson Elementary School
205 S McLean St, Hudson, IL 61748

Kingsley Junior High School
303 Kingsley St, Normal, IL 61761

Normal Community High School
3900 E Raab Rd, Normal, IL 61761

Normal Community West High School
501 N Parkside Rd, Normal, IL 61761

Northpoint Elementary School
2602 E College Ave, Bloomington, IL 61704

Oakdale Elementary School
601 S Adelaide St, Normal, IL 61761

Parkside Elementary School
1900 W College Ave, Normal, IL 61761

Parkside Junior High School
101 N Parkside Rd, Normal, IL 61761

Pepper Ridge Elementary School
2602 Danbury Dr, Bloomington, IL 61705

Prairieland Elementary School
1300 E Raab Rd, Normal, IL 61761

Sugar Creek Elementary School
200 N Towanda Ave, Normal, IL 61761

Towanda Elementary School
304 S East St, Towanda, IL 61776

Administrative Facilities

ALP Building

705 W College Ave, Normal, IL 61761

District Office

1809 W Hovey Ave, Normal, IL 61761

Eagle Road Resource Center

2022 Eagle Rd, Normal, IL 61761

Kern St Garage

902 Kern St, Normal, IL 61761

Operations & Maintenance / Food Services

1999 Eagle Rd, Normal, IL 61761

Transportation Center

2000 Eagle Rd, Normal, IL 61761

EXHIBIT B: Acknowledgement of Receipt of Addenda

Project Number: 260073SV

Project Title: District Architectural Services

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the Request For Qualifications, as called for in these Addenda, are included in the Statement of Qualifications.

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME	
PRINTED NAME & TITLE OF FIRM REPRESENTATIVE	
DATE	
SIGNATURE OF FIRM REPRESENTATIVE	



Exhibit B – Basic Services

Towanda Elementary School Expansion

McLean County Unit District
Number 5

August 24, 2026

ARTICLE 3 – SCOPE OF ARCHITECT’S BASIC SERVICES /

Farnsworth Group, in conjunction with Perkins and Will will provide architectural and engineering design and construction phase services for McLean County Unit District No. 5’s Towanda Elementary School Expansion.

PROJECT DESCRIPTION /

From our discussions to date on this project, we understand the following:

- The scope for Article 2 services consists of Architectural, Structural, and MEP engineering for the Towanda Elementary School Addition and Renovation.
- The District has established an initial project budget of \$4,400,000 for the renovation and addition.
- Scope of work in the existing building is anticipated to be limited to upgrades in the immediate area of the interconnection to the new addition.
- Renovation of the existing kitchen may be considered depending on the final program of the classroom addition.
- HVAC systems for the new addition are understood to be independent of the existing building systems.
- Structural Engineering design is assumed to be typical footings and foundations for a steel framed or masonry bearing wall system with metal bar joists and deck.
- Based on project budget and scope, it is assumed that a fire suppression system will not be required.

Services identified in Article 3 will be provided to customize the Scope to stated project needs. See Article 3 and Exhibit D for comprehensive presentation.

PROPOSED SCOPE OF BASIC SERVICES /

The proposed Scope of Services for this project is as follows: Basic Services per AIA B101 (Standard Form of Agreement Between Owner and Architect and selected Additional Services (per exhibit C) as follows. Basic Services include Architecture, Structural Engineering, and MEP Engineering.

SCHEMATIC DESIGN (SD) PHASE /

1. Confirmation of project requirements and critical success factors.
2. Develop Schematic Design Drawing package for Owner review. Schematic Design package will explore options for IECC 2024 compliance.
3. Develop Design Narrative for initial identification of materials and systems to be used in the project.
4. Coordinate with Cost Estimating subconsultant to establish preliminary Opinion of Probable cost.
5. Submit SD review documents for Owner review and approval.

DESIGN DEVELOPMENT (DD) PHASE /

Upon receipt of Owner Review comments and SD phase sign-off:

1. Develop Structural, Architectural, Mechanical, Electrical, and Plumbing plans, elevations, and sections for Owner review, comment, and approval. Package to include finalized IECC 2024 compliance
2. Develop draft outline specifications for the project.
3. Coordinate with Cost Estimating subconsultant to update and reaffirm Opinion of Probable cost.
4. Submit DD review documents for Owner review and approval.
5. Initial code compliance reviews with authorities having jurisdiction for food service and site utilities.

CONSTRUCTION DOCUMENTS (CD) PHASE /

Upon receipt of Owner Review comments and DD phase sign-off:

1. Finalize Structural, Architectural, Mechanical, Electrical, and Plumbing plans, elevations, sections, and details for final review and approval by the Owner and for distribution to bidders.
 - Cover sheet
 - General information sheet showing general notes, symbols, code information and general details
 - Design and construction including floor plans, building elevations, details, and schedules.
 - Interior design and construction drawings including finish material specifications and locations and code required signage.
 - Mechanical, electrical, and plumbing / fire protection plans, details and schedules.
2. At 90% completion, coordinate with Cost Estimating subconsultant to update and reaffirm Opinion of Probable cost.
3. Submit 90% review documents for Owner review and approval.
4. Complete any final Owner revision requests. Note that, after DD phase sign-off significant revisions to the building plan will be charged as an additional service.

BIDDING AND NEGOTIATION PHASE /

1. Distribute plans and specifications electronically to interested bidders.
2. Conduct a pre-bid meeting.
3. Respond to bidder questions in the form of written addenda.
4. Conduct a public bid opening.
5. Evaluate bidder submissions.
6. Conduct scope review meetings with the apparent low and apparent second low bidders to confirm that the project scope and schedule are fully understood and that there are no exceptions or identified conflicts.

CONSTRUCTION PHASE /

1. Shop drawing review, to be conducted electronically through an industry standard electronic platform.
2. Participation in semi-monthly pay/progress meetings and project walk-throughs.
3. Respond to contractor generated Requests for Information.
4. Development of construction contract changes such as Supplemental Instruction, Requests for Proposal and Change Order documents.
5. Attend site observation visits at appropriate intervals through the construction process.
6. Generate site visit reports for each project walk-thru / site visits.
7. Conduct one above ceiling punch list for above ceiling MEP work.

8. Witness mechanical system start-ups.
9. Perform punchlist walk-through at Substantial Completion.
10. Perform final completion walk-through to review completion of punch list items prior to certifying final pay application.

OPTIONAL SERVICES /

The following services are not included in the fees of this proposal, but may be relevant to the project and can be provided at your request for an additional fee.

- Additional site design and engineering beyond extents designated in Exhibit C.
- Landscape Architecture services required for potential relocation of existing playground.
- Revisions of previously approved work or changes in scope of the project.
- Administration and documentation services associated with LEED or other sustainable design metrics.
- Any work outside of the site area directly affected by the scope of this project.
- Structural design for structural piers or deep foundations that may be required as a result of poor soil bearing conditions..
- Energy modeling/consumption analysis.
- Building systems commissioning.
- Other AIA B101 Article 4 Additional Services not identified in Exhibit C as being applicable to this project.

FARNSWORTH GROUP will provide Optional services listed above, and other Additional Services not listed, as requested and approved by Owner's Representative per terms and conditions of the B201 form of Agreement.

OWNER RESPONSIBILITIES /

The following services are required to be provided by McLean County Unit District Number 5 in order to allow Farnsworth Group to complete the scope of services outlined above:

1. Provide timely responses to requests for information.
2. Provide access to the project site as required for collection of field measurements and review of existing conditions.
3. Provide code required testing and special inspection services as required by the applicable AHJ. Note that testing and inspection services vary depending upon the final construction type.
4. Permitting fees.

COMPENSATION /

See Exhibit D.



Exhibit C – Supplemental Services

Towanda Elementary School Expansion

McLean County Unit District
Number 5

August 24, 2026

ARTICLE 4 – CUSTOMIZED SCOPE DESCRIPTION FOR ADDITIONAL SERVICES /

The following sections provide scope descriptions for relevant AIA B101 Article 4 Supplemental Services that are understood to be required for this project and will be folded into the project's Scope of Services. Items not listed are understood to be not provided:

It is understood that the Supplemental Services to be provided by others as indicated in the foregoing sections shall be performed directly or under the direct supervision of the individuals named. It is further understood that the Owner is not authorizing delegation of the responsibility to perform or supervise the performance of that service to any other individual whether or not that individual is associated with the firm or business entity designated to perform that service.

4.1.1.1 PROGRAMMING AND CONCEPT DESIGN / - Perkins and Will

- A. Conduct one in-person program confirmation meeting for initial visioning with District designated participants.
 - Review space needs for Towanda Elementary School.
 - Document required adjacencies
- B. Prepare up to one Concept Design options including massing study, site and plan diagramming.
- C. Conduct one virtual meeting to present project program document.
 - Farnsworth Group staff will be available to support the meeting with in-person attendance.

4.1.1.3 MEASURED DRAWINGS /

- A. Prepare a Revit model of the existing building to BIM (Building Information Model) LOD (Level of Detail) 200 based on existing drawings for architectural components only.
 - The model will be prepared to include all areas of building.
- B. Conduct one site visit to document existing observable building MEP systems.
 - Mechanical, Electrical and Plumbing System components impacted by renovation will be modeled to a BIM LOD 200.
- C. Conduct up to two (2) site visits to observe and document existing conditions, including any observed deviations from the District provided building plans.
- D. Existing facility survey does not include dimensional verification of the entire project area.

4.1.1.6 BUILDING INFORMATION MODELING /

- A. Prepare and manage one or more project BIM models per E202-2022

4.1.1.8 CIVIL ENGINEERING SERVICES /

A. Schematic Design (SD) Phase:

- Perform Code review and coordination with local utilities
- Investigate existing surface stormwater drainage conditions and issues. Develop preliminary recommendations. Note that recommendations may require cooperation by the Village and neighboring downstream property owners.
- Prepare the following schematic design sheets:
 - Site Demolition Plan
 - Site Plan – showing anticipated utilities, preliminary elevations, and site improvements, including adopted on-site solutions for improving existing surface drainage.

B. Design Development (DD) Phase:

- Prepare site layout using the approved Schematic Design drawing and further develop to comply with state and local requirements which will include but will not be limited to:
- Prepare the following design sheets suitable for bidding:
 - Existing Conditions/Demolition
 - Site Notes/Legend
 - Erosion Control Plan
 - Grading Plan
 - Layout Plan
 - Utility Plan and Profiles (as needed) for building expansion only
 - Details

C. Design Development (DD) Phase Continued:

- Prepare site permits and submit applications to local and state authorities having jurisdiction (AHJ). Site permits anticipated for this project include:
 - IHPA and IDNR-Ecocat signoffs
 - IEPA Phase II Construction Site Erosion
 - County well and septic permits
- Prepare civil technical specifications
- Submit plans and specs to Client for DD review

D. Construction Documents (CD) Phase:

- Revise plans prepared in DD phase with comments received from Client or AHJ.
 - Attend design team meetings or participate in conference call/web meetings.
 - Submit plans and specs to Client for CD review
 - Prepare final plot sets of Civil drawings and specifications.
 - Submit site plans to AHJ for approval.
- E. Construction Administration (CA):
- Respond to RFI's and prepare ASI's and/or Change Orders, if required.
 - Review Civil shop drawings using contractor furnished web-based management tool. Paper shop drawing review will be conducted on a time and material basis.
 - Assume participation in 8 conference calls for 1 hour each
 - Provide 99% completion punch list observation and substantial completion documentation.
 - Prepare record drawings with information provided by Contractor.
- F. Exclusions:
- Topographic survey (see 4.1.1.30 for survey scope).
 - Intersection Design Studies or Traffic Signal Modification design. Simple access permit to County Highway assumed.
 - Permit fees.
 - Offsite site design, utility extension, or master planning, including water and sewer.
 - Archeological Reconnaissance Surveys.
 - Construction Staking.
 - Erosion Control Inspections (enforcement)
 - Environmental or Phase I site investigations.
 - Value Engineering exercises.
 - Performing utility pot-hole services.
 - Geotechnical engineering.
 - Irrigation design.
 - Natural gas distribution or service design is not included.
 - Fire protection or fire line design or sizing.

4.1.1.9 LANDSCAPE DESIGN /

Provided as an allowance in the event that the existing all weather play surface and playground are required to be relocated to accommodate the building addition.

- A. Design Services (Schematic Design through Construction Documents)
- Conduct one site visits to document existing playground equipment to be relocated and to document any additional goals and objectives for the reconfigured playground.
 - Prepare design concept plan renderings to help convey design intent
 - Prepare drawings and technical specifications suitable for permitting, bidding and construction, including:

- Finish plans, elevations, product schedules, details, signage/environmental graphics, window treatments
- A. Bid Phase
- Respond to bidder questions.
 - Respond to/issue addenda and RFI's, if required.
- B. Construction Administration (CA)
- Respond to/issue RFI's, PR's, ASI's and/or Change Orders, if required.
 - Review contractor's submittals and shop drawings for conformance to the permit documents using web-based management tool.
 - Perform completion punch list observation – assumed (1) one in-person visit.

4.1.1.10 ARCHITECTURAL INTERIOR DESIGN /

- A. Design Services (Schematic Design through Construction Documents)
- Assuming (3) in person meetings/visits with Client
 - (1) in-person meeting with Client to document project requirements, existing or adjacent items (finishes/FFE) to remain, district standard finishes, product maintenance program, facility standards and to review existing conditions.
 - (1) in-person meeting to present initial concept materials and inspiration for Client review, response, direction
 - Present (1) material finish palette for review based on initial discussions with Client
 - Will provide minor adjustments with various material/pattern/color modifications as appropriate
 - (1) in person meeting to finalize all material selections with Client
 - Prepare design concept renderings/draft 3D images to help convey design intent
 - Prepare drawings and technical specifications suitable for permitting, bidding and construction, including:
 - Finish plans, elevations, product schedules, details, signage/environmental graphics
- B. Bid Phase
- Respond to bidder questions.
 - Respond to/issue addenda and RFI's, if required.
- C. Construction Administration (CA)
- Respond to/issue RFI's, PR's, ASI's and/or Change Orders, if required.
 - Review contractor's submittals and shop drawings for conformance to the permit documents using web-based management tool.
 - Perform completion punch list observation – assumed (1) one in-person visit.

4.1.1.12 DETAILED COST ESTIMATING / CCS International, LLC

- A. Schematic Design (SD) Phase
 - Prepare one (1) Schematic Design estimate for all trades presented in Uniformat systems format for up to three (3) design options.
- B. Design Development (DD) Phase:
 - Prepare one (1) detailed Design Development estimate for all trades presented in CSI divisions) format for the selected design option only
- C. 90% Construction Documents (CD) Phase:
 - Prepare one (1) detailed 90% Construction Document estimate for all trades presented in CSI divisions format

4.1.1.13 ON-SITE PROJECT REPRESENTATION /

- A. Architect will participate in weekly meetings with the OAC team at a designated time. These meetings will be conducted at the project site or the Architect will make a routine, half-hour to hour long site visit to assist in the coordination with the Contractor. Site visit reports will be prepared following each site visit.
 - a. This scope of service includes up to 32 meetings beyond those described under Basic Services.
- B. It must be understood that this additional service does not constitute an obligation for a full time construction observation representative of the A/E at the project site.
- C. The MEP and Structural team members will require appropriate lead time when site visits are necessary.

4.1.1.14 CONFORMED CONSTRUCTION DOCUMENTS /

- A. Pre-Award revisions to the design made during bidding phase addenda will be performed in a fashion that the changes will be included in an updated construction set of Drawings and Specifications for issuance as a construction set.

4.1.1.15 AS-DESIGNED RECORD DRAWINGS /

- A. Revisions to the design made during construction phase modifications will be performed in a fashion that the changes will be included in a set of Drawings and Specifications at the end of the project.

4.1.1.18 FACILITY SUPPORT SERVICES (FOOD SERVICE) /

Provided as an allowance in the event that kitchen upgrades are determined to be required as a part of the scope of services..

A. Preliminary Design

- Foodservice Design Criteria – review design criteria, program format, food production, and service systems in cooperation with the Owner’s representatives; assist Owner’s representatives with finalizing space amount, configuration, and traffic patterns.
- Equipment List – develop a preliminary equipment list for the foodservice noting whether new or existing.

B. Schematic Design (SD) phase

- Based on the approved design program and on available building space as designated by Owner’s representatives, develop schematic plans for the foodservice facilities; review with Owner’s representatives and revise as required.

D. Design Development (DD) phase

- Equipment Plan – prepare ¼” scale design development drawings from the approved schematic plans indicating the location, quantity, size and type of foodservice.
- Equipment Brochures – prepare a foodservice equipment booklet showing buy-out equipment, accessories, and utility requirements.
- Code Compliance – review preliminary layouts and equipment with appropriate state and local code officials; verify that the equipment, layout, floor and wall finishes comply with applicable health codes
- Mechanical/Electrical Equipment Schedule – prepare information drawings for the engineers for foodservice equipment for all plumbing, electrical, and ventilating requirements.

E. Construction Documents (CD) phase

- Equipment Plan and Schedule – finalize ¼” scale plan drawings and equipment schedules for foodservice and laundry.
- Equipment Elevations – finalize foodservice equipment elevation drawings at ½” scale or larger.
- Fabricated Equipment Details – prepare supplemental drawings detailing the method of construction for fabricated equipment.
- Interdisciplinary Coordination – coordinate with engineers regarding the requirements for foodservice equipment.
- Specifications/Bid Documents – provide reproducible bidding documents

F. Bidding phase

- Addenda and Questions – respond to questions, investigate acceptability of proposed substitutions and provide addenda to the bid package if required due to changes requested by the Owner or the design team.
- Bid Review/Contractor Selection –review the completed bid proposal forms and make a recommendation for the selection of equipment contractor.

G. Construction Administration phase

- Construction Coordination – coordinate and/or help resolve architectural, engineering, and other job-site problems, relating to foodservice and laundry equipment, during bidding and construction; participate in conference calls specifically related to our work.
- Equipment shop drawings and submittals will be reviewed and corrected to achieve an "Approved " or "Approved as Noted" stamp not more than two times. Updates for submittals stamped "Approved as Noted" will be filed as a record set without additional review and correction.
 - fabricated equipment shop drawings
 - equipment plan, special conditions plan and rough-in and sleeve plan
 - brochures of manufactured equipment
 - equipment maintenance manuals and list of service agencies
- Change Orders/Coordination – prepare change orders as necessary for the foodservice and laundry equipment; coordinate work with Architect and Engineers.
- Punchlist – complete a field observation of the equipment and installation for compliance with the contract documents and submit a written report indicating acceptance of each item or required corrective action.
- Health Department Review – provide written response to health department review comments, make revisions as required.
- Code Official Inspections – the consultant will be present for the Health Department or other building inspector walk-throughs if these are coordinated with the punchlist. Site visits required in addition to the punchlist will be an additional service.
- As-Designed Record Drawings – the consultant will keep the equipment electronic backgrounds current with drawing changes issued from the Consultant's office. Incorporating changes made by the foodservice equipment contractor or others and not issued by the Consultant as an addendum can be provided on hourly basis as requested.
- Revisions to the design made during construction phase modifications will be performed in a fashion that the changes will be included in a set of Drawings and Specifications at the end of the project.

4.1.1.23 COMMISSIONING /

Provided as an allowance for IECC 2024 mandated commissioning requirements if final scope meets the threshold for required commissioning.

A. Design Phase:

- Develop a commissioning plan for the project to include the following items:
 - A narrative description of the activities that will be accomplished during each phase of commissioning, including the personnel intended to accomplish each of the activities.
 - A listing of the specific equipment, appliances or systems to be tested and a description of the tests to be performed.
 - Functions to be tested such as calibrations and economizer controls.

- Conditions under which the test will be performed. Testing shall affirm winter and summer design conditions and full outside air conditions.
- Measurable criteria for performance.

B. Construction Phase

- Review contractor air and hydronic system balancing reports.
- Observe functional performance testing of HVAC equipment, controls, air economizers.
- Prepare a preliminary report of commissioning test procedures and results to include:
 - Itemization of deficiencies found during testing required by this section that have not been corrected at the time of report preparation.
 - Deferred tests that cannot be performed at the time of report preparation because of climatic conditions.
 - Climatic conditions required for performance of the deferred tests.
 - Results of functional performance tests.
 - Functional performance test procedures used during the commissioning process, including measurable criteria for test acceptance.
- Prepare a final commissioning report include:
 - Results of functional performance tests.
 - Disposition of deficiencies found during testing, including details of corrective measures used or proposed.
 - Functional performance test procedures used during the commissioning process including measurable criteria for test acceptance, provided herein for repeatability.

4.1.1.26 MULTIPLE BID PACKAGES /

A. Construction Documents (CD) phase

- Prepare early bid package for site work and foundations.

B. Bid Phase

- Respond to bidder questions.
- Conduct additional pre-bid meeting and bid opening for early package.
- Evaluate bid submissions for early package.
- Respond to/issue addenda and RFI's, if required.
- Prepare addenda as required to modify early package documents as required to accommodate any changes made in completion package after issuance of early package.

C. Construction Administration (CA)

- Prepare supplemental instructions as required to modify early package documents as required to accommodate any changes made in completion package after award of early package.

4.1.1.28 FURNITURE, FURNISHINGS AND EQUIPMENT DESIGN /

Provided as an allowance in the event that interior design assistance with furniture packages is required.

- A. Schematic Design – CLIENT and Farnsworth discuss furniture scope.
 - Meet with CLIENT to develop and review project requirements, overall scope of work, timelines, budget, and goals with CLIENT's project team.
 - Schematic design level review to include program of spaces as defined by CLIENT, preliminary layout of furnishings, inspiration concepts, images, possible furniture manufacturers, styles, preliminary upholsteries and wood finishes (delivery method will be loose samples, images, digital mood boards)
 - Revisions in early schematic phase to be handled by Farnsworth.
- B. Design Development and Construction Documents – CLIENT, Farnsworth and CLIENT's selected Furniture Dealer(s) discuss and review preliminary furniture scope, layout, styles, upholsteries, finishes, selections, etc.
 - If CLIENT has a pre-selected Furniture Dealer, present project and overall furniture scope to invited/interested Furniture Dealer(s).
 - If CLIENT does not have a pre-selected Furniture Dealer, provide list of Furniture Dealer(s) and assist CLIENT in selecting a Furniture Dealer for the project based on past experiences.
 - Determine and notify Preferred Furniture Dealer(s), with whom CLIENT will directly contract to procure all furniture as specified.
 - Present project and overall furniture scope to selected Furniture Dealer(s).
- C. Meet with CLIENT's project team and Furniture Dealer(s); Based on approved items and revisions in Schematic Design, Furniture Dealer will further develop, discuss and assist with furniture space plan, make selections of upholsteries, finishes and specialty furniture items for review and final approval by CLIENT and Farnsworth.
- D. Act as CLIENT representative and assist Furniture Dealer(s) with final material selections, furniture plans (.pdf format), provide electronic drawing files (.dwg format) and project coordination as required.
- E. Review final documentation of approved FF&E items for final pricing provided by selected Furniture Dealer(s), including but not limited to:
 - Furniture Plans
 - Furniture Schedules
 - Furniture Specification Documents
 - One (1) 3D view of each systems furniture and private office configurations.
 - Furniture Quote
- F. Pricing and Construction Administration – assist Furniture Dealer(s) and installation observation.
 - Provide updated electronic drawing files (.dwg format) with final architectural layout for use by Furniture Dealer(s)
 - Assist Furniture Dealer(s) with clarification or revision to specifications, as needed.
 - Review of pricing and specifications for adherence to design intent, overall upholstery

- selections, wood finishes, compliance with CLIENT program.
- Visit jobsite during installation to observe execution of specified furnishings.

G. Meetings/Site Visits Summary-

- Attend one (1) meeting with CLIENT's representatives to:
 - Develop and review project requirements, timelines, and goals with CLIENT's representatives.
 - Discuss and review furniture concepts, storage needs, upholsteries, finishes and specialty furniture items.
 - Provide overall furniture plan for CLIENT's review and discussion.
- Attend up to two (2) meetings with Furniture Dealer (via phone conference) to:
 - Discuss CLIENT's project requirements and goals for the new facility.
 - Discuss and assist with furniture concepts, space plan, upholsteries, finishes and specialty furniture items for review and final approval by CLIENT.
 - Finalize and assist with furniture concepts, space plan, upholsteries, finishes and specialty furniture items for review and final approval by CLIENT.
 - Provide Furniture Dealer with floor plans (.pdf format) and electronic drawing files (.dwg format) and project coordination as required.
- Attend one (1) meeting with CLIENT's representatives and Furniture Dealer to:
 - Review final documentation of approved FF&E items for final pricing provided by selected Furniture Dealer.
- Attend one (1) jobsite visit during installation with CLIENT to observe execution of specified furnishing.

4.1.1.30 LAND SURVEYING /

A. Topographic Survey limited to area of new building addition :

- Elevation measurements taken on an approximate 50' grid.
- Elevations taken in the trees may not be on said grid.
- Road and intersection to be mapped.
- Topographic survey to be placed on the same drawing as the Owner-provided boundary survey.
- Elevations taken approximately 20' beyond the property lines
- Visible and marked utilities will be located along public right-of-way and shown on the survey.
- FGI assumes no liability for the location of underground utilities marked by others.
- Rim and invert elevations will be obtained for storm and sanitary sewers from above ground without directly entering manholes of structures to the best of our abilities.
- Establish two site benchmarks.
- The topographic design survey will be drawn using AutoCAD Civil 3D based on FGI's standard layering schedule, at a suitable scale to be coordinated with CLIENT.
- An AutoCAD drawing file and PDF file will be provided, in addition to a hard copy plot of the topographic design survey.
- Horizontal and vertical control will be based on Illinois State Plane Coordinates East Zone and USGS benchmarks.
- Excludes survey of southern area of school property and downstream corridor necessary for

investigation and recommendation of improvement of existing surface drainage conditions beyond code required updates for new impervious area.

End of Exhibit C



Exhibit D - Compensation

Towanda Elementary School Expansion

McLean County Unit District
Number 5

COMPENSATION /

It is our recommendation that our services for this project be provided on a Lump Sum fee basis. This approach will allow the project cost budget effect of design fees to be a known quantity at project onset so it can be properly accounted for and managed.

Basic Services (Architectural, Structural Engineering and MEP Engineering) Fee Computation:

- We understand the project to be a building renovation project with a preliminary project budget of approximately \$4,400,000.
- The AIA B101 (Standard Form of Agreement Between Owner and Architect) defines basic services as Architectural, Structural and MEP engineering. We propose that a basic services fee of 8.25% of construction costs would be appropriate for the Basic Services of a project of this size, complexity and context. Assuming that fees, contingency and some budget for IT and FFE are to be included in the overall project budget, a construction budget of \$3,600,000 is assumed.
 - $\$3,600,000 \times 8.25\% = \text{Basic Service fee of } \$297,000.$
- Basic Services (Architectural, Structural Engineering and MEP Engineering) Labor Fee: Lump Sum \$297,000. If the cost of work increases by 10% or more, the compensation shall be increased in the same manner as noted above.

Fees for Applicable AIA B101 Article 4 Additional Services (Per Exhibit D) that will be incorporated into the contract:

• 4.1.1.1.	Programming and Concept Design	\$ 11,750	Included per Exhibit C
• 4.1.1.3	Measured Drawings	\$ 10,000	Included per Exhibit C
• 4.1.1.6	Building Information Modeling	\$ 7,500	Included per Exhibit C
• 4.1.1.8	Civil Engineering	\$ 23,000	Included per Exhibit C
• 4.1.1.10	Architectural Interior Design	\$ 0	Included per Exhibit C
• 4.1.1.12	Detailed Cost Estimating	\$ 43,157	Included per Exhibit C
• 4.1.1.14	Conformed Construction Drawings	\$ 0	Included per Exhibit C
• 4.1.1.15	As Designed Record Drawings	\$ 0	Included per Exhibit C
• 4.1.1.26	Multiple Bid Packages	\$ 5,000	Included per Exhibit C
• 4.1.1.30	Land Surveying	\$ 9,400	Included per Exhibit C

Subtotal for Selected Add Services: **\$109,807**

Total Labor Fee: **\$406,807**

Allowances:

A menu of allowances based upon current understanding of potential scope items are included below. Excess costs or services above the allowance as described in Exhibit C shall be Additional Services whereas cost below the allowance shall be a credit back to Owner.

Current guidance from District Staff is to maintain the existing all weather play surface and playground areas in the current configuration. In the event that the building program and building code requirements encroach on the play areas, an allowance is provided for landscape design for replacement of the all weather surface and reconfiguration of the existing playground equipment.

- 4.1.1.9 Landscape Design \$ 22,500 Allowance per Exhibit C

The District has requested weekly progress meetings and site visit reports. An allowance is provided for up to an additional 32 progress meetings and site visits with associated site visit reports.

- 4.1.1.13 On Site Representation \$ 20,000 Allowance per Exhibit C

The District has indicated that an upgrade to the existing kitchen may be desired. An allowance is provided for Facility Support Services (Food Service) design.

- 4.1.1.18 Facility Support Services (Food Service) \$ 23,000 Allowance per Exhibit C

The District has requested that IECC 2024 mandated commissioning services, if the final project scope does not have qualifying exemptions, be included in lieu of engaging an outside consultant or assigning commissioning tasks to the contractor. An allowance is provided for IECC 2024 mandated commissioning.

- 4.1.1.24 Commissioning \$ 15,000 Allowance per Exhibit C

The District has indicated that assistance with specification and design of a furniture package for the project may be required. In the event that assistance Furniture, Furnishings and Equipment Design is required, an allowance is provided for Interior Architectural Design.

- 4.1.1.28 Furniture, Furnishings and Equipment Design \$ 5,500 Allowance per Exhibit C

SUBTOTAL FOR ALLOWANCES \$ 86,000

It is anticipated that an allowance of \$7,500 would adequately cover the shipping, reproduction, advertising and travel expense needs for this project.

- Bid set printing and other printing for the Owner's or Contractor's use is not included in the above allowance. (It is anticipated that electronic processing of the bidding documents and Issue For Construction sets will negate the need for bid set printing).

SUBTOTAL FOR REIMBURSIBLE EXPENSES \$ 7,500



Exhibit E – Schedule of Charges

Towanda Elementary School Expansion

McLean County Unit District
Number 5



Schedule of Charges - January 1, 2026

Engineering/Surveying/Commissioning Professional Staff		Per Hour
Administrative Support/Project Controls	\$	110.00
Environmental Scientist I	\$	120.00
Environmental Scientist II	\$	130.00
Engineering Associate I/Cx Specialist I/Process Associate I/Env. Scientist III.....	\$	151.00
Engineering Associate II/Cx Specialist II/Process Associate II/Env. Scientist IV	\$	167.00
Engineer/Land Surveyor/Sr. Cx Specialist/Sr. Env. Scientist I	\$	182.00
Sr. Engineer/Cx Project Manager/Sr. Env. Scientist II/Project Surveyor	\$	193.00
Project Engineer/Sr. Cx Project Manager/Process Engineer/Sr. Env. Scientist III/Surveying Project Manager	\$	203.00
Sr. Process Engineer/Sr. Env. Scientist IV.....	\$	214.00
Sr. Project Engineer/Cx Manager/Process Project Engineer/Env. Mgr. I/Sr. Land Surveying Project Manager.....	\$	224.00
Sr. Process Project Engineer/Env. Manager II.....	\$	240.00
Engineering Manager/Sr. Cx Manager/Sr. Env. Manager I/Land Surveying Manager	\$	250.00
Sr. Cx Director/Process Engineering Manager/Sr. Env. Manager II/Sr. Land Surveying Manager	\$	276.00
Sr. (Process) Engineering Manager	\$	286.00
Principal	\$	307.00
Process Principal	\$	318.00
Managing Principal/Vice President.....	\$	323.00
Managing Process Principal	\$	349.00
Technical Staff		
Technician I/Env. Specialist I/Surveying Technician I.....	\$	115.00
Technician II/Env. Specialist II/Surveying Technician II.....	\$	135.00
Sr. Technician/Cx Technician/Environmental Specialist III/Surveying Party Chief I/Surveying Technician III	\$	145.00
Chief Technician/Environmental Specialist IV/Surveying Party Chief II/Surveying Technician IV.....	\$	172.00
Designer/Computer Specialist/Lead Technician/Process Designer I/Technical Specialist I/Surveying Party Chief III/ Surveying Technician V/Surveying Associate I	\$	182.00
Sr. Designer/Process Designer II/Technical Specialist II/Surveying Associate II.....	\$	188.00
Project Designer/Project Technician/Process Designer III/Tech. Specialist III/Surveying Assoc. III/Surveying Coordinator.....	\$	203.00
Sr. Project Designer I/Systems Integration Mgr./Sr. Process Designer I/Sr. Project Tech/Sr. Tech Specialist I/Sr. Surveying Coordinator/Surveying Manager/Surveying Associate IV	\$	224.00
Design Manager/Grants Manager/Program Manager/IT Manager	\$	229.00
Sr. Project Designer II/Tech. Manager/Program Director/Sr. Tech. Specialist II/Regional Surveying Coord/SUE Project Mgr.....	\$	245.00
Sr. Process Designer II/Sr. SUE Project Manager	\$	255.00
Sr. Process Designer III/Process Design Manager	\$	260.00
Sr. Technical Manager/Sr. Program Director/Sr. Technical Specialist III.....	\$	266.00
Sr. Process Design Manager.....	\$	276.00
Architecture/Landscape Architecture/Interior Design Professional Staff		
Architectural Associate I/Landscape Associate I/Interiors Associate I.....	\$	140.00
Architectural Associate II/Landscape Associate II/ Interiors Associate II.....	\$	155.00
Architect/Architectural Associate III/Landscape Associate III/Interior Designer	\$	165.00
Project Coordinator/Urban Planner I/Sr. Interior Designer	\$	172.00
Sr. Architect/Sr. Project Coordinator/Urban Planner II/Interior Design Manager.....	\$	182.00
Project Architect/Architectural Project Manager	\$	198.00
Sr. Project Architect/Sr. Architectural Project Manager/Sr. Urban Planner	\$	214.00
Architectural Manager/Sr. Urban Planner Manager.....	\$	229.00
Sr. Architectural Manager/Sr. Urban and Community Planner	\$	245.00
Units		
Expert Testimony	2xbilling rate	
Software/CAD/Revit Station	\$20.00/hr	
ATV & Trailer.....	\$30.00/hr	
Field Vehicle.....	\$30.00/hr	
Automobile mileage.....	IRS Rate	
Hand Held GPS.....	\$20.00/hr	
GPS Unit (each)	\$30.00/hr	
Environmental GPS Data Collector	\$85.00/day	
Utility Locator/Robotic Total Station	\$35.00/hr	
Stationary Scanner (low res) High-Def Scanner/UAV.....	\$330.00/day / \$550.00/day	
Subconsultants, Reimbursable Expenses Related to Project*	Cost+ 12%	
*Also includes the actual cost of items not mentioned above: prints/copies, supplies, travel, mileage, testing services, conferencing services, and other costs directly incidental to the performance of the above services.		

CHARGES EFFECTIVE UNTIL JANUARY 1, 2027 UNLESS OTHERWISE NOTIFIED

1.5% per month will be added to any outstanding balance that is past 30 days from date of invoice.