



AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 16th day of September 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)

Wight & Company
2500 N. Frontage Rd.
Darien, IL 60561

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

The Project includes work for two programs:

Early Learning Center (ELC)
Construction of a new facility or the comprehensive renovation of an existing building to consolidate and serve early learning students currently attending Brigham and Sugar Creek elementary schools.

18-22 Transitional Program Facility
Construction of a new facility or the comprehensive renovation of an existing building to create a dedicated space for the 18-22 Transitional Program currently housed at Eugene Field Secondary School.

The Construction Manager:
(Name, legal status, address, and other information)

To be established by the Owner.

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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

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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.)

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 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.)

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 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.)

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

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

.1 Design phase milestone dates, if any:

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

.2 Construction commencement date:

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

.3 Substantial Completion date or dates:

To be further defined through the services provided in the Project Definition Phase outlined in Exhibit C and agreed to by the Parties.

.4 Other milestone dates:

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Construction Manager as Advisor

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C or in consultation with the Construction Manager at a later date.

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

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

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(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

§ 1.1.9 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.)

not applicable

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

To be determined by the Owner

.2 Land Surveyor:

To be determined by the Owner in consultation with the Architect.

.3 Geotechnical Engineer:

To be determined by the Owner in consultation with the Architect.

.4 Civil Engineer:

To be determined by the Owner in consultation with the Architect.

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

To be determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Leanne Meyer-Smith, AIA, LEED AP BD+C
Principal
2500 North Frontage Road
Darien, IL 60561

lmeyer-smith@wightco.com
(630) 969-7000

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Wight & Company

.2 Mechanical Engineer:

Wight & Company, unless otherwise determined following the work in Exhibit C.

.3 Electrical Engineer:

Wight & Company, unless otherwise determined following the work in Exhibit C.

§ 1.1.12.2 Consultants retained under Supplemental Services:

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

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

To be further defined by the Owner through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors,

which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser as modified by Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager. In developing a schedule with the Construction Manager, the Architect shall work to assure the schedule sets forth the timeframes anticipated for 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 Construction Manager or 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, Construction Manager, 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 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and advanced 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.

§ 2.6 The Architect shall maintain at its 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ \$1,000,000) for each occurrence and one million dollars (\$ \$1,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.6.3 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 2.6.1 and 2.6.2. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 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.

§ 2.6.6 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 five million dollars (\$ 5,000,000) in the aggregate.

§ 2.6.7 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 an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6 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, electrical, plumbing and fire protection 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, the Construction Manager, and the Owner's other 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, the Construction Manager, and the Owner's other 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager 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 and other information furnished by the Owner and Construction Manager, 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, and 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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager 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, to the Owner and Construction Manager, 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 Construction Manager's review and 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 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.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager 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 the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 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 Construction Manager's review and 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, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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 agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

If requested, the Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 and Construction Manager 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 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, or similar document should the contracting approach change, with such additions, deletions, and modifications as mutually agreed with the Owner. If the Owner and Contractor modify AIA Document A232–2019, 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 and Construction Manager 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 Construction Manager, or acts or omissions of the Contractors 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 initial 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 weekly as required in Section 4.2.3, to attend progress meetings, 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 keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager in writing (1) the progress and quality of the portion of the Work completed, (2) known deviations from the Contract Documents, (3) known deviations from the most recent construction schedule submitted by the Construction Manager, 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 and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, 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 Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. 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 the Owner and Contractors, 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 Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, 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 Contractors are entitled to payment in the amount certified. No other representations 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.

§ 3.6.3.4 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 Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager 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 Contractors' submittals such as Shop Drawings, Product Data and Samples that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. 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 Contractors 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 Contractors' design professionals, provided the submittals bear such professionals' 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 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, 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 and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors 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 each of the Contractors, 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 Contractors, through the Construction Manager: (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 Contractors 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 and Construction Manager 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 (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Support will be provided if requested
§ 4.1.1.2 Programming	Included as part of the Project Definition Phase outlined in Exhibit C.
§ 4.1.1.3 Multiple preliminary designs	Included as part of the Project Definition Phase outlined in Exhibit C.
§ 4.1.1.4 Measured drawings	Not provided. If following the Project Definition Phase outlined in Exhibit C, any Work on an existing facility is required a separate proposal would be provided, if necessary, for this item.
§ 4.1.1.5 Existing facilities surveys	Not provided. If following the Project Definition Phase outlined in Exhibit C, any Work on an existing facility is

	required a separate proposal would be provided, if necessary, for this item.
§ 4.1.1.6 Site evaluation and planning	Included as part of the Project Definition Phase outlined in Exhibit C.
§ 4.1.1.7 Building Information Model management responsibilities	Included in Basic Services
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Included
§ 4.1.1.9 Civil engineering	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.10 Landscape design	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.11 Architectural interior design	Included in Basic Services
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Not provided. Assumed to be provided by Construction Manager
§ 4.1.1.14 On-site project representation	Not provided beyond requirements outlined under Basic Services in Section 4.2.3.
§ 4.1.1.15 Conformed documents for construction	Not provided. A separate proposal will be provided if required after Section 3.5 Procurement Phase Services are complete.
§ 4.1.1.16 As-designed record drawings	Included in Basic Services
§ 4.1.1.17 As-constructed record drawings	Not provided. A separate proposal will be provided if required after completion of the Work, and following receipt of the Contractors as-built record documents.
§ 4.1.1.18 Post-occupancy evaluation	Not provided.
§ 4.1.1.19 Facility support services	Not provided.
§ 4.1.1.20 Tenant-related services	Not provided.
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.22 Telecommunications/data design	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.23 Security evaluation and planning	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.24 Commissioning	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3 which may include services focused on enhanced energy efficiency, on-site renewable energy, and related grant applications/pursuits	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.26 Historic preservation	Not provided.
§ 4.1.1.27 Furniture, furnishings, and equipment design	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.

§ 4.1.1.28	Other services provided by specialty Consultants	Following the Project Definition Phase outlined in Exhibit C, a proposal for required services will be provided.
§ 4.1.1.29	Other Supplemental Services	Not provided.
§ 4.1.1.30	Plan Commission and Zoning Board of Approval Services, beyond the services included as Basic Services in Section 3.1.7	Not provided, unless required in section 4.2 Additional Services.
§ 4.1.1.31	Illinois State Board of Education required Plan Reviews and Called Inspections	Owner, Provided through Independent Consultant

§ 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.)

To be further defined through the services provided in the Project Definition Phase outlined in 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.)

To be further defined through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 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 E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, 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 or as part of the Project Definition Phase, upon recognizing the need to perform the following 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 Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing, except related meetings outlined at part of Project Definition Services described in Exhibit C shall not be considered Additional Services;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Evaluation of the qualifications of entities providing bids or proposals;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .12 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 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 Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors 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 Contractors' 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, Construction Manager or Contractors 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 Contractors
- .2 Weekly visit to the site by the Architect during construction. In periods of limited construction activity, the Owner, Architect, and Construction Manager will determine if the Architect's in-person attendance at weekly construction meetings is necessary.
- .3 Two (2) 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 Two (2) 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 anticipated date of Substantial Completion identified in the Initial Information, 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 one hundred eighty days (180) days after the scheduled date of substantial completion of a project, 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 retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser as modified by the Owner and Construction Manager. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 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 and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter discuss in good faith a corresponding change in the Project's scope and quality.

§ 5.4 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.

§ 5.5 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 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.

§ 5.10 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.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall copy the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 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, fee, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include compensation of the Architect; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additions by Change Order as a result of errors by the Architect or its consultants. Omissions which result in betterment to the Project, however, shall be included in the Cost of Work.

§ 6.2 The Owner's budget for the Cost of the Work will be defined in the Project Definition Phase outlined in Exhibit C, and become part of the Initial Information, and may be adjusted throughout the Project as permitted under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect should coordinate with the Construction Manager regarding the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall

prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the amount provided in Section 8.5 of this Agreement.

§ 8.1.4 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 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 Arbitration

§ 8.3.1 Intentionally Deleted

§ 8.3.1.1 Intentionally Deleted

§ 8.3.2 Intentionally Deleted

§ 8.3.3 Intentionally Deleted

§ 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 construction 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.

§ 8.3.4.2 Intentionally Deleted

§ 8.3.4.3 Intentionally Deleted

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

§ 8.5. 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).

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 fourteen (14) 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) 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 if 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 Intentionally Deleted

§ 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 law 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 A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term “Work” shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 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, and 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 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 interfere with 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.

§ 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 on a percentage of the Cost of Work basis as outlined in Section 6.1 and Exhibit A – Fee Structure. If during the design phases the Parties may mutually decide, in writing, to convert the percentage fee into a fixed fee at an agreed upon milestone.

§ 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.)

To be further defined through the services provided in the Project Definition Phase outlined in Exhibit C.

§ 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.)

On a fixed fee basis or through hourly rates outlined within Exhibit B – Hourly Rate Schedule, as agreed upon in writing by both parties

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As agreed upon in writing by both parties.

§ 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	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	25	%)

Total Basic Compensation	one hundred	percent (	100	%)
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The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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. Specifically, regarding bid alternates prepared by the Architect, compensation for alternate bids that require the Architect to perform comprehensive architectural

services that are not awarded shall be invoiced to the Owner at the rate of 75% of the applicable percentage fee for the overall Project (as calculated with the overall Cost of Work for the Project in section 6.1 with the corresponding fee percentage defined in Exhibit A) multiplied by the lowest bona fide bid or negotiated proposal. If a bid alternate does not require comprehensive architectural services (e.g. preparing specifications with different flooring materials), the Architect shall not be entitled to fees on such bid alternate.

§ 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.)*

As set forth in Exhibit B – Hourly Rate Schedule.

§ 11.8 Compensation for 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 to/from the Project site(s) and Owner offices, 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;
- .13 Illinois State Board of Education required Plan Reviews and Called Inspections if not provided as an additional service under 4.1.1.31, or if not provided by the Owner.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) 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.

§ 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 in accordance with statutory requirements for Illinois school districts. 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 forty-five (45) days after the invoice date shall bear interest in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/.

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

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. 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.

§ 11.10.2.3 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.)

§ 12.1 Accelerated, Phased or Fast-Track Scheduling Projects. The Owner acknowledges that accelerated, phased or fast-track scheduling provides benefits, but also carries with it associated risks. Such risks include the Owner incurring cost for: 1) the Architect to coordinate design elements out of sequence; 2) the Architect to redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents; and 3) costs for the contractor to remove and replace previously installed work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project additional contingencies to cover such costs, including additional Architectural fees and construction change orders.

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 B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this Agreement.)

If applicable

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[**X**] 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 – Fee Structure

Exhibit B – Hourly Rate Schedule

Exhibit C – Project Definition Phase

.4 Other documents:

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

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

OWNER *(Signature)*

BY:

(Printed name and title)



ARCHITECT *(Signature)*

BY: Jason Dwyer | President, Design & Construction

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

Exhibit A – Fee Structure to AIA Document B132-2019 between
McLean County Unit School District No. 5 and Wight & Company
September 16, 2026

This information is proprietary to Wight & Company and must remain confidential to the extent permitted under the law.

SCOPE OF SERVICES

The Architect will perform the required professional services using terms outlined in the AIA B132-2019 Agreement and this Exhibit A – Fee Structure. Based on a preliminary project program and budget, Wight will provide the full scope of professional services necessary to fulfill the project requirements, either through in-house resources or through partnering with outside consultants, exclusive of existing consulting relationships the District may wish to contract for directly. The fee structure described below is for Basic Services as defined in the AIA B132-2019 Agreement. Any required Supplemental Services, Additional Services or Specialty Consultants would be identified within the Project Definition Services Deliverable once the Project direction is fully defined. Additionally, this fee structure may require adjustments based on final contract language settled upon after working through terms and conditions within base A.I.A. Agreement with District legal counsel.

If desired by the District for a project, registration, and submittal documentation (for design credits only) to achieve LEED Certification will also be included in these percentages. Documentation of construction credits would be the responsibility of the selected contractor/construction manager. Applicable registration fees will be the responsibility of the District and will be invoiced as a reimbursable expense.

FEE STRUCTURE

The following fee structure will serve as the basis for professional fees on an individual project basis. As pre-planning, timelines and the scope of work is developed, adjustments can be made to reflect project or building program specific criteria. This fee structure applies to each individual school site/building when part of a larger capital improvement program with improvements at multiple locations. Compensation can be established as percentage fee based on the Cost of the Work as defined in section 6.1 of the AIA B132-2019 Agreement or converted to a fixed fee.

After a three-year period from the contract date, these fee ranges may be revised as agreed upon by both parties. If due to circumstances beyond the Architect's control, the Architect wishes to adjust these percentage fees prior to the completion of the three-year period, the Architect shall notify the Owner and the parties shall mutually agree upon any adjustments, if any.

A - Fee Schedule for Addition, Renovation, and/or Remodeling Projects

For Remodeling/Renovation Projects below a \$4M Cost of Work and with limited scope, limited trades, and limited complexity, including projects with in-kind replacement scope, appropriate fees will be negotiated on a fixed fee or percentage arrangement for projects.

Cost of Work	% Fee for Basic Services
Under \$2 M	to be incorporated into complete B132-2019 Agreement with Exhibits document after final approval
\$2 M to less than \$3 M	
\$3 M to less than \$4 M	
\$4 M to less than \$6 M	
\$6 M to less than \$8 M	
\$8 M to less than \$10 M	
\$10 M to less than \$12 M	
\$12 M to less than \$14 M	
\$14 M to less than \$16 M	
\$16 M to less than \$18 M	
\$18 M to less than \$20 M	
\$20 M to less than \$25 M	
\$25 M to less than \$30 M	
\$30 M to less than \$35 M	
\$35 M to less than \$40 M	
\$40 M or more	

Exhibit A – Fee Structure to AIA Document B132-2019 between
McLean County Unit School District No. 5 and Wight & Company
September 16, 2026

This information is proprietary to Wight & Company and must remain confidential to the extent permitted under the law.

B - Fee Schedule for New School Construction Projects

Cost of Work	% Fee for Basic Services
Under \$10 M	to be incorporated into complete B132-2019 Agreement with Exhibits document after final approval
\$10 M to less than \$15 M	
\$15 M to less than \$20 M	
\$20 M to less than \$25 M	
\$25 M to less than \$30 M	
\$30 M to less than \$35 M	
\$35 M to less than \$40 M	
\$40 M to less than \$45 M	
\$45 M to less than \$50 M	
\$50 M or more	

Potential Fee Modifier for Accelerated, Phased or Fast-Track Projects

If complex phasing, or early bid packaging is required to accommodate fast-track/multiple-bid package construction, the fee percentages below may be adjusted on a per project basis to reflect the complexity and additional coordination required for out-of-sequence design work to accommodate the bidding and construction plan. This modifier could range from 0.2% – 0.4%.

The Owner recognizes that accelerated, phased, or fast-track scheduling can enhance project outcomes, but may also increase project-related risks. Such risks include the Owner incurring costs for 1) the Architect to coordinate design elements out of sequence, 2) the Architect to redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and 3) costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

Planning, Special Studies, Surveys and Various Consulting Services

Appropriate fees will be negotiated on a fixed fee arrangement based on understood goals, level of involvement and durations of effort. If subsequent projects result from these services, the fees may be wholly or partially credited towards the Basic Services design fee. For smaller or additional service efforts in which the Owner prefers an hourly rate structure, Exhibit B or Wight's current year standard hourly rate schedule will be used.

Reimbursable Direct Expenses

The above fees are exclusive of Reimbursable Direct Expenses described in the AIA B132-2019 Agreement and are unique to each project. The Architect will provide an estimate of Reimbursable Direct Expenses at the commencement of the Project.

Exhibit B – Hourly Rate Schedule to AIA Document B132-2019 between
McLean County Unit School District No. 5 and Wight & Company
September 16, 2026

This information is proprietary to Wight & Company and must remain confidential to the extent permitted under the law.

2026 PROFESSIONAL SERVICES RATE SCHEDULE
Architecture/MEP/Structural/Land Development

Senior Principal	\$315.00 per hour
Director	\$300.00 per hour
Project Executive/ Principal	\$295.00 per hour
Design Principal	\$285.00 per hour
Associate Principal	\$260.00 per hour
Project Director	\$260.00 per hour
Senior Project Manager	\$250.00 per hour
Project Manager	\$225.00 per hour
Senior Project Architect/Designer	\$225.00 per hour
Senior Project Engineer	\$225.00 per hour
Senior Landscape Architect	\$215.00 per hour
Senior Plumbing Designer	\$205.00 per hour
Senior Interior Designer	\$205.00 per hour
Project Engineer	\$200.00 per hour
Project Landscape Architect	\$195.00 per hour
Project Architect/Designer	\$195.00 per hour
BIM Specialist	\$185.00 per hour
Energy Modeler	\$180.00 per hour
Engineer / Plumbing Designer	\$180.00 per hour
Architect / Designer	\$170.00 per hour
Landscape Architect	\$170.00 per hour
Interior Designer	\$165.00 per hour
Engineering Professional II	\$160.00 per hour
Architectural / Interiors Professional II	\$150.00 per hour
Sustainability Specialist	\$145.00 per hour
Engineering Professional I	\$145.00 per hour
Landscape Architectural Professional II	\$145.00 per hour
Architectural / Interiors Professional I	\$135.00 per hour
Landscape Architectural Professional I	\$135.00 per hour
Intern	\$95.00 per hour
Executive Assistant	\$155.00 per hour
Project Coordinator	\$135.00 per hour
Preconstruction Manager	\$250.00 per hour
Senior Estimator	\$225.00 per hour
Estimator	\$195.00 per hour
VDC Engineer	\$145.00 per hour

Exhibit C – Project Definition Services to AIA Document B132-2019 between
McLean County Unit School District No. 5 and Wight & Company
September 16, 2026

This information is proprietary to Wight & Company and must remain confidential to the extent permitted under the law.

Part I - Understanding

The Owner has not yet reached a final decision regarding the specific definition of the Project, including whether the Early Learning Center (ELC), 18-22 Transitional Program, and Administration functions should be accommodated within new facilities, renovated existing facilities, a shared facility, or a combination of these approaches. To help facilitate this decision, an evaluation of programmatic needs, facility options, and site opportunities that will inform the preferred Project direction. A "Project Definition Phase" is necessary to accomplish this component of the work.

The Project Definition Phase will include services such as Educational Visioning, Space Programming, Stakeholder Engagement activities (with key user groups), Site Evaluation, Concept Studies, and Budget Analysis to assist the Owner with a final Project definition for the Early Learning Center, 18-22 Transitional Program, and Administration functions.

The outcome of the Project Definition Phase will set the direction for a preferred facility solution for the Early Learning Center, 18-22 Transitional Program, and Administrative Center. This process will result in a documented recommendation that establishes the preferred facility approach, confirms programmatic and space requirements, identifies site opportunities and constraints, evaluates comparative facility scenarios, budgeting, scheduling, and design.

Part II – Services and Approach

Programming Phase

To establish a clear vision and project direction for the Early Learning Center (ELC), 18-22 Transitional Program, and Administration Center, Wight will facilitate a collaborative programming process that engages leadership, staff, community representatives, and key stakeholders.

Steering Committee

A Steering Committee of approximately 8-10 individuals will provide project oversight, guide decision-making, and review recommendations throughout the planning process.

Wight recommends participation from representatives including:

- Superintendent
- Two Board Members
- Chief School Business Official
- Directors of the existing Early Childhood Centers
- Director of the Transitions Program
- Director of Operations

Focus Groups

To ensure broad stakeholder input, Wight will facilitate separate focus groups for the ELC and Transitions programs.

Early Learning Center Focus Group (approximately 30 participants)

The ELC Focus Group will bring together representatives from both existing ELC facilities to collaboratively envision a future unified learning environment. Participants may include:

- Steering Committee members
- 4-5 Representative teachers from each ELC program level
- 1-2 Library Media Center representatives

Exhibit C – Project Definition Services to AIA Document B132-2019 between
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- 1-2 Occupational and/or Physical Therapists
- 1-2 Social Workers
- 1-2 Speech Pathologists
- 1-2 Office Administrative staff
- 2-3 Community representatives and parents
- Other key instructional support personnel

Transitions Focus Group (approximately 20 participants)

The Transitions Focus Group will provide input regarding the future of the 18-22 Transitional Program and may include:

- Steering Committee members
- Program leadership and assistant director
- 6-8 Representative teachers and instructional staff
- 1-2 Office Administrative staff
- 2-3 Community partners and program partners
- Other support personnel as appropriate

Kick-Off Meeting + Gather Information

Prior to the start of programming, the Owner will provide available background information, including:

- Digital floor plans of the existing Early Learning Center facilities
- Digital floor plans and site plans of the Transitions Building
- The most recent 10-Year Health/Life Safety Survey for the Transitions Building, if the Owner wishes to evaluate the feasibility of repurposing the facility
- Owner to provide a full topographic and boundary civil survey for each final site selection to be utilized

Wight shall conduct a Project Kick-Off Meeting with Owner. The following are key scope items for this phase of the project:

- Review preliminary budget, priorities, and scope of services.
- Determine any District building standards.
- Establish overall project schedule (establish dates for workshops described below) and important milestone dates requiring Owner decision.
- Building walk-through of the existing two Early Learning Center sites and the existing Transitions Center site with Owner (this is scheduled for September 16, 2026).

Workshop 1 – Educational Visioning and Understanding

Wight will facilitate an interactive workshop with each focus group to establish the educational vision for the Project. During these sessions, Wight will present modern learning environment concepts and examples of successful facilities. Through a series of exercises and facilitated discussions, participants will identify priorities, challenges, opportunities, and aspirations for their future learning environments. The outcome of these sessions will be a set of guiding principles that will inform planning, design, and decision-making throughout the Project.

Exhibit C – Project Definition Services to AIA Document B132-2019 between
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Workshop 2 – Space Programming Development

Building upon the educational vision, Wight will collaborate with stakeholders in each focus group to translate Project goals into specific facility requirements and develop the program of spaces.

Wight will prepare and evaluate up to three programming scenarios for both the ELC and Transitions program. For the Transitions Program, scenarios may include evaluating a new facility, renovation of an existing facility, or repurposing the current location. The resulting space program will establish preliminary building and site requirements and serve as the foundation for subsequent concept planning.

Board of Education Review - Concluding Workshop 2, Wight will attend a Board of Education meeting and present a summary of workshops thus far and deliver programming scenarios for BOE review.

Potential Educational Facility Tours

Wight may organize tours of educational facilities designed by our team for a representative group of stakeholders from the ELC, Transitions Program, and Administration. These visits will provide participants with firsthand exposure to successful design solutions and innovative learning environments.

Site Evaluation + Concept Development

The Architect will evaluate potential site opportunities associated with accommodating the Early Learning Center (ELC), 18-22 Transitional Program, and Administration Offices. Existing school facilities and other locations identified by the Owner will be reviewed to assess opportunities, constraints, operational considerations, site development requirements, and overall suitability.

Building upon the Educational Vision and Space Programming efforts, the Architect will prepare conceptual planning alternatives for each site under consideration to verify the ability of each location to accommodate the identified program requirements. Concept massing studies will test building size, functional relationships, circulation, access, parking, outdoor learning and activity areas, expansion potential, and other site-specific considerations.

Concepts to be evaluated may include:

- New Early Learning Center facility
- Renovation or repurposing of an existing facility for the Early Learning Center
- New facility for the 18-22 Transitional Program
- Renovation or repurposing of an existing facility for the 18-22 Transitional Program
- Shared facility options accommodating the Early Learning Center, Transitions Program, and Administration Offices

Site Evaluation and Feasibility Assessment

As part of the site evaluation process, our team will perform a comprehensive review of the property to determine its suitability for the proposed school development. The assessment will identify potential opportunities and constraints that may affect Project planning, design, and construction.

Key evaluation criteria will include:

- **Site Size and Acreage Review:** Verify the total site area and assess the property's capacity to accommodate the proposed educational program, outdoor spaces, athletic facilities, and future expansion needs.

Exhibit C – Project Definition Services to AIA Document B132-2019 between
McLean County Unit School District No. 5 and Wight & Company
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- Existing Building Demolitions (if required): based on whether the building is a current school building and will need to be formally decommissioned by the District or if a standard demolition process will suffice. Render an opinion to the District on any potential hazardous materials that may need to be investigated by District's environmental consultant prior to building demolition.
- Access and Connectivity: Evaluate site access from adjacent major roadways, traffic circulation patterns, ingress/egress locations, and overall connectivity to the surrounding community.
- Parking Capacity Assessment: Review available area for staff, visitor, and event parking and determine the site's ability to meet anticipated parking requirements.
- Pedestrian Circulation Analysis: Assess pedestrian access, safety, walkability, and separation of pedestrian routes from vehicular traffic.
- Bus and Vehicular Circulation Review: Evaluate opportunities for safe and efficient bus queuing, parent drop-off/pick-up operations, service vehicle access, and overall site circulation.
- Building Footprint Evaluation: Analyze the site's ability to accommodate the proposed building footprint while meeting required setbacks, circulation needs, and outdoor program spaces.
- Zoning and Land Use Review: Review current zoning classifications, permitted uses, development regulations, and any potential entitlement or approval requirements.
- Stormwater Management Assessment: Evaluate existing drainage conditions, stormwater detention requirements, and potential opportunities or constraints related to site grading and water management.
- Utility Availability Review: Assess the availability and capacity of existing site utilities, including water, sanitary sewer, storm sewer, electric, gas, and telecommunications infrastructure.

The findings of this evaluation will be summarized in a site feasibility report identifying key considerations, potential challenges, and recommendations to support informed decision-making during planning.

Workshop 3 – Concept Development *(after final site has been selected)*

Once a preferred site has been identified, Wight will conduct a third workshop with each focus group to review conceptual design alternatives. Wight will present up to three potential floor plans, as appropriate, for discussion and feedback. Stakeholder input will be documented and incorporated into the refinement of the preferred concept and future phases of planning and design.

Workshop 4 - Sustainability, Wellness, and Building Performance Visioning

To explore opportunities related to building performance, occupant wellness, energy efficiency, and long-term operational value, the Architect will facilitate a Sustainability, Wellness, and Building Performance Visioning workshop with Steering Committee and key District stakeholders. The purpose of the workshop is to establish the Owner's priorities for sustainable design, healthy learning and working environments, resource stewardship, and long-term facility operations. The outcome of the workshop will be a set of building performance, wellness, and sustainability priorities that will guide decision-making throughout planning and design.

Recommended Preliminary Budget

Based on the preferred concept developed through the Programming, Site Evaluation and Concept Development phases, Wight will prepare a preliminary budget for each Project under consideration. The budget will provide the Owner with an estimate of probable Project costs, to be reviewed and confirmed by the District's Construction Manager.

Exhibit C – Project Definition Services to AIA Document B132-2019 between
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Board of Education Approval

Upon completion of Programming, Site Evaluation, and Concept Development Budget phases, Wight will attend and participate in a Board of Education meeting. Wight will assist the Owner in preparing materials to communicate the site evaluation findings, conceptual designs, and preliminary budget information for final Project approval. The Board of Education approval initiates the start of the Architectural Basic Services, beginning with Schematic Design, as defined in the AIA Document B132-2019 Agreement.

Part III – Schedule, Compensation, and Final Deliverable

A. Schedule for Completion of Exhibit C – Project Definition Phase Supplemental Services

Part I & II reports should be delivered in 8-10 weeks, depending on scheduling with the District, staff availability, and final site selection. Part III report should be delivered 3-4 weeks after the completion of Part I & II reports. The exact dates will be determined with the Owner's input. The goal is to be able to proceed with Schematic Design in December 2026/January 2027.

B. Compensation for Exhibit C – Project Definition Services

Wight & Company proposes to perform the professional services described above for a fixed fee of \$138,900.00 (One Hundred Thirty-Eight Thousand and Nine Hundred Dollars). Invoicing will be based on actual effort completed, submitted at the end of each month, and aligned with the following milestones:

Part I: Kick-Off, Visioning and Programming (Workshops 1 & 2)	\$ 71,800.00
Part II: Site Evaluation	\$ 15,500.00
Part III: Concept Development, Sustainability, Budget, and Schedule (Workshops 3 & 4)	\$ 51,600.00 *

*Once the Board of Education has approved the Project Definition Phase recommendation (Program, Site Evaluation and Budget) and Wight is authorized to move forward with Architectural Basic Services, beginning with Schematic Design, as defined in the AIA Document B132- 2019 Agreement, Wight will credit back \$51,600.00 to the District and reduce the Schematic Design phase fee (assuming the final recommendation solution from the Project Definition Phase is utilized).

If it becomes necessary to consider multiple sites, each additional Site Evaluation will be provided at \$15,000 per site.

Compensation for Reimbursable Expenses will be as outlined in section 11.8 of the AIA Document B132-2019 Agreement. We recommend a Reimbursable Expense budget of \$5,000.00.

C. Final Deliverable for Exhibit C – Project Definition Services

At the end of this Project Definition Phase a deliverable document will be prepared that addresses the following items from the B132-2019 Agreement, which will position the Project to immediately move into Schematic Design Phase Services.

1. Owner's Program of Space for the Project

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2. Project's physical characteristics
3. Owner's budget for the Cost of the Work, as defined in Section 6.1 of the AIA Document B132-2019 Agreement. Note: this budget is to be confirmed by the Owner's Construction Manager.
4. Owner's anticipated design and construction milestone dates:
 - Design phase milestone dates, if any
 - Construction commencement date
 - Substantial Completion date or dates
 - Other milestone dates which may include requirements for fast-track design services and/or multiple bid packages

Note: all construction scheduling and milestone dates to be confirmed by the Owner's Construction Manager.

5. Owner's anticipated Sustainable /Energy Savings Objectives for the Project
6. Description of each Supplemental Service identified as the Owner's responsibility
7. Identification of Owner Consultants that will require coordination by Wight.
8. Other Initial Information on which the Agreement is based