



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

MASTER AGREEMENT made as of the 17th day of December in the year 2024
(In words, indicate day, month and year.)

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

Board of Education of Roselle School District 12
100 East Walnut Street
Roselle, Illinois 60172

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

Legat Architects, Inc.
2015 Spring Rd., Suite 175
Oak Brook, IL 60523

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

This is a Master Agreement between Owner and Architect for projects assigned to the Architect by Owner. Each project shall be identified in a Project Authorization Form (a "Project"). The terms and conditions of this Master Agreement shall govern each Project Authorization Form executed pursuant to this Master Agreement (each a "Project Authorization Form") and all required phases of services unless otherwise provided in writing. The Project Authorization Form shall provide the specific project scope, fee, and terms and conditions of a particular project in addition to or in lieu of those contained in this Master Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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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.)

As set forth in the Project Authorization Form for the applicable Project.

§ 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.)

As set forth in the Project Authorization Form for the applicable Project.

§ 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.)

As set forth in the Project Authorization Form for the applicable Project.

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

.1 Design phase milestone dates, if any:

As set forth in the Project Authorization Form for the applicable Project.

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.2 Construction commencement date:

As set forth in the Project Authorization Form for the applicable Project.

.3 Substantial Completion date or dates:

As set forth in the Project Authorization Form for the applicable Project.

.4 Other milestone dates:

As set forth in the Project Authorization Form for the applicable Project, if any.

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

As set forth in the Project Authorization Form for the applicable Project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

As set forth in the Project Authorization Form for the applicable Project, if any.

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

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

Greg Harris, CSBO
100 East Walnut Street
Roselle, Illinois 60172

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

As set forth in the Project Authorization Form for the applicable Project, if any.

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

.1 Geotechnical Engineer:

As set forth in the Project Authorization Form for the applicable Project, if any.

.2 Civil Engineer:

As set forth in the Project Authorization Form for the applicable Project, if any.

.3 Other, if any:

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

If the Owner retains a Construction Manager as constructor, the term "Contractor," as used herein, shall mean "Construction Manager."

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

Legat Architects
Principal | Director
2015 Spring Road, Suite 175
Oak Brook, Illinois 60453

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

As set forth in the Project Authorization Form for the applicable Project, if any.

.2 Mechanical Engineer:

As set forth in the Project Authorization Form for the applicable Project, if any.

.3 Electrical Engineer:

As set forth in the Project Authorization Form for the applicable Project, if any.

§ 1.1.11.2 Consultants retained under Supplemental Services:

As set forth in the Project Authorization Form for the applicable Project, if any.

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

As set forth in the Project Authorization Form for the applicable Project, if any.

§ 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 may 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 Intentionally Deleted.

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 architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly

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progress of the Project. Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than the Standard of Care. The Architect makes no warranties, express or implied, regarding the services, Instruments of Service or the outcome of any Project. This limitation shall not be modified by any certification or representation made by the Architect as an accommodation upon request of the Owner. The Architect shall not be responsible for any failure to follow or apply any knowledge or techniques that were not generally known, acknowledged or accepted as of the time during which the Architect is performing its services under this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall remain assigned to the Project for its duration and shall not be removed from the Project by the Architect without the consent of the Owner, which it may withhold in its sole discretion. Should the named representative no longer be employed by Architect during the term of this Agreement, the Architect shall promptly make a recommendation to the Owner as to the appropriate replacement representative for Owner's consideration. If at any time prior to the termination of this Agreement the Owner desires to have the Architect's representative replaced, the Owner shall notify the Architect of such and the parties shall promptly meet to mutually agree upon a replacement.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability insurance, on an occurrence basis, with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, on a project basis covering liability arising from personal injury and advertising injury, property damage, premises, operations, products and completed operations and contractual liability (per CG 00 001 terms, conditions, and exclusions).

§ 2.5.2 Automobile Liability insurance covering owned, leased, rented, and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit, for bodily injury and property damage, along with any other statutorily required automobile coverage.

§ 2.5.3 Umbrella or Excess Liability insurance with policy limits of not less than Five Million (\$5,000,000.00) per occurrence and in the aggregate. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The Architect shall maintain this insurance for at least three (3) years after final completion of the Project.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability for owned vehicles, if any to include the Owner, its individual Board members, officers, directors, employees and agents as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the additional insureds' insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of any insurer cancellation of coverage of policies upon which the Owner is an additional insured. If coverage is cancelled for any other reason, the Architect shall provide written notice as soon as practicable.

§ 2.5.9 All insurance required of the Architect, with the exception of umbrella and excess policies, shall be the primary insurance on a non-contributory basis. With regard to the umbrella and excess policies, such policies shall follow the primary policies in all respects, including non-contributory obligations. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

§ 2.5.10 With the exception of Professional Liability and Workers' Compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ 2.5.11 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that the obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

§ 2.5.12 Notwithstanding any other provision contained herein or in any Contract Document, the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner hereunder through its membership in a self-insurance risk pool.

§ 2.5.13 The Architect, on its behalf and on behalf of its insurers, waives any and all rights of subrogation against any additional insured under this Agreement except professional liability, which shall waive subrogation against the Owner only. Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Unless otherwise indicated in a Project Authorization Form, the Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or the applicable Project Authorization Form are Supplemental or Additional Services. The Architect shall in accordance with the Standard of Care engage consultants who shall possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes to the Owner full responsibility for the acts, errors and omissions of its consultants in connection with services provided on the Project consistent with the Standard of Care (as defined below).

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

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

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

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

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

§ 3.1.6 The Architect, with the assistance of the Owner, shall prepare and file documents required for approval by the DuPage County Regional Office of Education and other governmental authorities having jurisdiction over the Project. At the outset of the Project, the Owner and Architect shall discuss which governmental authorities have 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 shall review laws, codes, and regulations applicable to the Architect's services. The Architect represents that it is knowledgeable in school design and all designs produced by the Architect shall comply, in accordance with the Standard of Care, with all applicable federal and state laws, as well as all applicable rules, regulations and ordinances, specifically including, but not limited to, all rules, regulations and specifications adopted by the Illinois State Board of Education and any other agency with authority over this Project in effect at the date of the certification of the Drawings and Specifications ("Governmental Requirements"). However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change. If modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. Architect shall specify materials that are appropriate for the intended use in an educational facility.

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents, based upon the most current approved Owner's budget, for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate and necessary 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.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on the Owner's program, 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. To the extent that the Owner utilizes environmentally responsible design approaches, and private, local, state or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding.

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

§ 3.2.6 The Architect shall submit to the Owner its Estimate of the Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall make a good faith effort to provide time in the schedule for the performance of the Architect's services and for review of the Schematic Design Documents by the Owner, so as not to delay substantial or final completion. If the Owner rejects the Schematic Design Documents as submitted, the Architect, shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Design Documents to the Owner for its approval. Pursuant to the project specific Project Authorization Form and project schedule, interim reviews may be provided by the Architect prior to the final submission of Schematic Documents contemplated by this Section. If the rejection is due to a material change in the scope of the Project, the revisions shall be considered as an Additional Service.

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.3.1 The Architect shall request that the Owner's attorneys provide the proposed General Conditions of the contract for Construction for their review and comments at least two (2) weeks prior to release for bid. Upon receipt of the Contract for Construction from the Owner's attorney, the Architect shall include in the Contract Documents.

§ 3.4.4 The Architect shall update its Estimate of the Probable Cost of the Work prepared in accordance with Section 6.3 and provide a copy to the Owner for its approval.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids ; (2) confirming responsiveness of bids and evaluating the qualifications of the bidders; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction. If required within the Project Authorization Form, the Architect's obligation under Article 3.5 Procurement Phase Services may include the bidding of a single Project through the issuance of multiple bid packages.

§ 3.5.2 Competitive Bidding

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

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

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders as part of Basic Services, unless the request for substitution requires excessive research, excessive review or redesign, in which case it shall be an Additional Service.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally Deleted.

§ 3.5.3.2

(Paragraphs deleted)

Intentionally Deleted.

§ 3.5.3.3 Intentionally Deleted.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and, when acting in its role as the Initial Decision Maker, shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, as amended by Owner, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, the Architect shall not serve as the Initial Decision Maker with respect to disputes or claims between the Owner and Architect or disputes or claims where the Architect has a conflict of interest. In such instances the Owner shall select a replacement Initial Decision Maker, which selection shall be final.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the Contractor has submitted lien waivers for the materials and services subject to the certificate for payment and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work (in writing) that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Further subject to Section 4.2, the Architect will investigate and make determinations and recommendations regarding previously concealed and / or unknown conditions encountered by the contractor as provided in Section 3.7.4 of the General Conditions.

§ 3.6.5.2 In the case of a Construction Change Directive, if the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect, subject to Section 4.2, shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the applicable contractor agreement, or if no such amount is set forth in the applicable contractor agreement, a reasonable amount.

§ 3.6.5.3 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. Subject to Section 4.2, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 3.6.5.4 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will, subject to Section 4.2, prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 When the Contractor considers the Work substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Upon receipt of the Contractor's list ("Punch List"). The Architect shall:

- .1 conduct inspections to determine whether the Work or designated portion thereof is substantially complete;
- .2 incorporate additional items which are found to be incomplete, or which need to be corrected to the Contractor's Punch List;
- .3 provide the Owner and the Contractor with a copy of the Punch List and establish a date by which all work in the Punch List must be completed;
- .4 issue Certificates of Substantial Completion;
- .5 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .6 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

§ 3.6.6.6 The Architect, with the final Certificate of Payment, shall provide the Owner with one (1) set of "As-Built" drawings reviewed by the Architect and prepared by the Contractor, as well as all product manuals, warranty forms and occupancy permits.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.2 Multiple preliminary designs, beyond that required in Article 3	As set forth in the Project Authorization Form for the applicable Project
<i>(Row deleted)</i>	
§ 4.1.1.3 Measured drawings	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.4 Existing facilities surveys	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.5 Site evaluation and planning, beyond that required in Article 3	As set forth in the Project Authorization Form for the applicable Project
<i>(Row deleted)</i>	
§ 4.1.1.6 Building Information Model management responsibilities	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.7 Development of Building Information Models for post construction use	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.8 Civil engineering	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.9 Landscape design	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.10 Architectural interior design	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.11 Value analysis	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.13 On-site project representation, beyond that required by Section 3.6.2.1	As set forth in the Project Authorization Form for the applicable Project
<i>(Row deleted)</i>	
§ 4.1.1.14 Conformed documents for construction	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.15 As-designed record drawings	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.16 As-constructed record drawings	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.17 Post-occupancy evaluation, beyond that required in Section 3.6.6	As set forth in the Project Authorization Form for the applicable Project
<i>(Row deleted)</i>	
§ 4.1.1.18 Facility support services	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.19 Tenant-related services	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.20 Architect's coordination of the Owner's consultants	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.21 Telecommunications/data design	As set forth in the Project Authorization Form for the applicable Project

§ 4.1.1.22 Security evaluation and planning	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.23 Commissioning	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.25 Fast-track design services	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.26 Multiple bid packages	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.27 Historic preservation	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.28 Furniture, furnishings, and equipment design	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.29 Other services provided by specialty Consultants	As set forth in the Project Authorization Form for the applicable Project
§ 4.1.1.30 Other Supplemental Services	As set forth in the Project Authorization Form for the applicable Project

§ 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.)

As set forth in the Project Authorization Form for the applicable Project.

§ 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.)

As set forth in the Project Authorization Form for the applicable Project.

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

§ 4.2 Architect’s Additional Services

Upon written agreement of the Owner, 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 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 material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner if not constructed; Public meetings (not including Board of Education meetings) as set forth in the Project Authorization Form for the applicable Project;.6 Intentionally Deleted;
- .7 Intentionally Deleted;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally Deleted;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services with the prior written consent of the Owner. If a circumstance arises that may result in any of the following Additional services, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. Thereafter, the Architect shall proceed as directed by the Owner.

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly visit to each construction site by the Architect during significant construction activities.
- .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 due to no fault of the Architect that are provided after a time frame set forth in the Project Authorization Form shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 Intentionally Deleted.

§ 4.2.5 Intentionally Deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The contingency established by the Owner may only be utilized for material changes in the Project, with the Owner's written consent. Any request for use of the Owner's contingency must be in writing and detail the reason for the need to utilize the contingency funds. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the above, however, Architect acknowledges that the Owner, as a public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education.

§ 5.4 Upon reasonable request of the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Upon reasonable request of the Architect, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 Although the Owner has no duty or obligations to inspect the Project, the Owner shall provide prompt written notice to the Architect if the Owner knows of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized by the Architect, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 Upon request of the Architect, the Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.15 Intentionally Deleted.

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' (including, if applicable, the Construction Manager's) general conditions costs, overhead and profit. The Cost of the Work includes eighty percent of the absolute value of alternates designed and specified by the Architect that are not incorporated into the Work and the reasonable value of labor, materials, and equipment, designed or specified by the Architect, donated to, or otherwise furnished by, the Owner, if provided in the Project Authorization Form. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additions by Change Order to the Construction Cost to the extent resulting from errors by the Architect or its consultants.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the applicable Project Authorization Form, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Estimate of the Probable Cost of the Work and updated Estimates of the Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Estimate of the Probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

§ 6.5 If at any time the Architect's Estimate of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate written recommendations to the Owner to reduce its Estimate of the Probable Cost of the Work, including, but not limited to, adjusting the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall provide the Owner detailed written information and supporting evidence pertaining to its recommendations.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, through no fault of the Architect, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work by less than 10% due to market conditions that the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting 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 license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate with respect to any Instruments of Services for which the Owner has not paid the Architect.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all reasonable costs and expenses, including the reasonable cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise directly from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 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.

§ 7.6 Notwithstanding anything to the contrary, the license under this Agreement for Instruments of Service is only for information contained on printed documents. If, for the Owner's convenience, the Architect furnishes such information in electronic media, the parties acknowledge that untraceable changes from causes not the fault of the Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of or resulting from any deviations of the information in electronic media from that in the

printed documents. This release shall survive the termination of this Agreement. The Owner shall have the right, subject to this release, to request the Architect to furnish Instruments of Service in electronic media to Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 Intentionally Deleted.

§ 8.2 Mediation

(Paragraph deleted)

§ 8.2.1 Intentionally Deleted.

§ 8.2.2 Intentionally Deleted.

§ 8.2.3 Intentionally Deleted.

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 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 Intentionally Deleted.

§ 8.3.4.2 Intentionally Deleted.

§ 8.3.4.3 Intentionally Deleted.

(Paragraph deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty days' written notice to the Owner before suspending services. In the event of a suspension of services under this Section, 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 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. If the Project is suspended for more than 90 days, the Parties may mutually agree, in writing, that the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement or the applicable Project Authorization Form for a specific Project by giving not less than seven days' written notice.

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

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

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

§ 9.7

(Paragraphs deleted)
Intentionally Deleted.

§ 9.8 Except as otherwise expressly provided herein, each Project Authorization Form 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 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of Illinois excluding Illinois's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended by the Owner.

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. No person or entity other than the Owner is intended to be a beneficiary of the Architect's services under this Agreement.

§ 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. However, the Architect's materials shall not include the images of any students or 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. 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 when required by law (including pursuant to the Illinois Freedom of Information Act or Illinois Open Meetings Act), arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.8.2 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Architect to the Owner may be subject to disclosure to third parties in accordance with FOIA. If the Architect requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Architect must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Architect, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content for which the Architect does not provide such notice to the Owner will be presumed to be open to public inspection to the extent required by FOIA. The Architect may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Architect in accordance with this Section, the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Architect waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Architect agrees to cooperate with the Owner in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Architect has been engaged to perform on behalf of the Owner.

§ 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. 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.

§ 10.9.1 This Agreement, its Exhibits and duly executed Project Authorization Forms shall constitute the complete understanding between the parties.

ARTICLE 11 COMPENSATION

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

.1
(Paragraphs deleted)

Percentage Basis

(Insert percentage value)

Time and material or as a percentage of the Owner’s budget for the Cost of the Work / Final Cost of the Work per the following Fee Schedule and, as calculated in accordance with Section 11.6:

Cost of the Work	Fee
Less than \$500,000	Time and Material
Greater than \$500,000 less than \$1,000,000	9.50%
Greater than \$1,000,001 less than \$4,000,000	8.75%
Greater than \$4,000,001 less than \$7,000,000	8.25%
Greater than \$7,000,001 less than \$10,000,000	7.75%
Greater than \$10,000,001 less than \$15,000,000	7.25%
Greater than \$15,000,001 less than \$20,000,000	7.00%
Greater than \$20,000,001	6.75%

.3 Other
(Describe the method of compensation)

§ 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.)

As set forth in the Project Authorization Form for the applicable Project.

§ 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.)

As set forth in the Project Authorization Form for the applicable Project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect
(Paragraphs deleted)
 five percent (5%).

§ 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	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 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. The Architect’s final payment shall be based on the final 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

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted annually in accordance with the Architect's normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As set forth on Exhibit C

(Table deleted)

§ 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 Authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing and in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing 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;
- .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.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5%) of the expenses incurred.

§ 11.9 Architect's Insurance. Intentionally Deleted.

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$0.00) 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 reimbursed by the Owner.

§ 11.10.2 Progress Payments

§ 11.10.2.1

(Paragraphs deleted)

The Owner's payments, timing of payments, and failure to timely make payments to the Architect for services shall be governed in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq.

§ 11.10.2.2 On or before the first day of each month during the performance of Basic Services or Additional Services, if applicable, the Architect shall submit to the Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for services rendered, a detailed breakdown of the amount and the sum of all prior payments. The Architect shall furnish with each

request for payment waivers of lien for itself in form and substance satisfactory to Owner and any other such forms as required by Owner, lender or title insurer, in order to assure an effective waiver of mechanic and materialmen liens in compliance with the laws of the State of Illinois.

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

§ 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, the Architect shall and do agree to indemnify, and hold harmless the Owner, and its respective board members, officers, directors, employees and agents (collectively "Indemnitees") from and against all liabilities, damages, losses, judgments and expenses, including reasonable attorneys' fees of any nature, kind or description (collectively "Liabilities") of any person or entity whatsoever that are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of personal or real property to the extent resulting from (1) the negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts the Architect may be liable, or (2) the breach of the standard of care applicable to the Architect, or anyone directly or indirectly employed by it or anyone for whose acts the Architect may be liable.

§ 12.2 Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a payment or a progress payment of any amount.

§ 12.3 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim, of which the Architect becomes aware.

§ 12.4 Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Additional Services involved in Revisions of or additions to the Contract Documents required because of errors or omissions of the Architect.

§ 12.5 The Architect certifies that the Architect is not barred from entering into this contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E or any other applicable law, rule or regulation.

§ 12.6 In its employment practices, the Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulation promulgated thereunder. The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Architect's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Architect agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Architect's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Architect in its efforts to comply with such Acts and Rules, the Architect will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Architect will promptly notify the contracting agency and the Department in the event the Architect becomes aware that any subcontractor fails to or refuses to comply therewith. In addition, the Architect will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 12.7 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 12.8 Remedies for which the Architect has been found liable by litigation shall include attorneys' fees.

§ 12.9 Any written notices provided for in this Agreement and copies of all correspondence between the parties shall be transmitted to the Superintendent of the Owner and the Architect at the addresses set forth on the first page hereof.

§ 12.10 Architect hereby represents that it will not specify or require any materials, products, fixtures and equipment that contain asbestos.

§ 12.11 This Agreement may not be assigned without the written consent of both parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
 - Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER:

Roselle School District 12

ARCHITECT:

Legat Architects, Inc.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

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