



**Bloomington
School District 13**
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To: Board of Education
Dr. Jon Bartelt

From: Mr. John T. Reiniche
and Mr. Greg Leyden

Re: Architect Recommendation

Date: January 22, 2020

A handwritten signature in blue ink, likely belonging to John T. Reiniche, written over the 'To' and 'From' fields.

Background:

For the past few years, the District has been assessing a number of professional arrangements to better understand if there is an opportunity to improve services. A few examples of the changes made have been the District's attorneys, opting out of an insurance pool, and improving our investment strategies by adding different financial institutions. Following this strategy, there may be an opportunity for improved services and a potential reduction in costs by reviewing our architectural firm.

Situation:

On Wednesday, November 6, 2019 and Tuesday, November 12, 2019 interviews were conducted by Greg Leyden, Mark Dwyer, and John Reiniche. The team used a rubric to rate the qualifications of each firm. Based upon the interviews and the RFQ's submitted, the team rated, ARCON, DLA, and FGM as the top three qualified firms. At the December 2019 Board of Education meeting, the Administration prepared talking points on the "Strength and Weaknesses" of each firm to assist with facilitating the discussion. Based upon this discussion and rubric used to evaluate the firms, the District entered into discussion with DLA to finalize a contract. Attached to this memo is said contract. This contract has been reviewed by the District's attorney.

Recommendation:

The Administration is recommending that the Board of Education approve DLA Ltd as Bloomington School District 13's architect of record, as per attached contract.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of January in the year 2020.
(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 Bloomingdale School District 13
164 S. Euclid Avenue
Bloomingdale, Illinois 60608

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

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, Illinois 60143

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

This Agreement is a Master Agreement and shall be the agreement for all projects authorized by Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by a Project Authorization Exhibit (hereinafter "Project Authorization Exhibit"), which Project Authorization Exhibit shall be attached hereto as Exhibit A and made a part of this Master Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent Project Authorization Exhibits, each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized.

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 Exhibit A, the Project Authorization Exhibit for the specific project authorized pursuant to this Master Agreement. Exhibit A is attached hereto and incorporated herein for the Project authorized by the Owner under this Master Agreement.

Exhibit A sets forth all Project specific requirements, such as Scope of Services, Project Schedule, Project Budget, Site Observation requirements, Compensation and other Project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement and Exhibit A, Exhibit A shall control. Project as used herein shall mean the Project authorized by Exhibit A, the Project Authorization Exhibit.

(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 provided in Exhibit A, the Project Authorization Exhibit .

§ 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 provided in Exhibit A, the Project Authorization Exhibit.

§ 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 provided in Exhibit A, the Project Authorization Exhibit.

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

.1 Design phase milestone dates, if any:

As provided in Exhibit A, the Project Authorization Exhibit.

.2 Construction commencement date:

As provided in Exhibit A, the Project Authorization Exhibit.

.3 Substantial Completion date or dates:

As provided in Exhibit A, the Project Authorization Exhibit.

.4 Other milestone dates:

See Project Authorization Exhibit A.

§ 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 provided in Exhibit A, the Project Authorization Exhibit.

§ 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 provided in Exhibit A, the Project Authorization Exhibit.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall define the terms, conditions and services related to the Owner's Sustainable Objective in Exhibit A, the Project Authorization Exhibit.

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

Superintendent
Bloomington School District 13
164 South Euclid
Bloomington, Illinois 60608

§ 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.)

See Project Authorization Exhibit A.

§ 1.1.9 The Owner shall retain the consultants and contractors as identified in Exhibit A.
(List name, legal status, address, and other contact information.)

Init.

.1 Geotechnical Engineer:

See Exhibit A

.2 Civil Engineer:

See Exhibit A

.3 Other, if any:

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

See Exhibit A.

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

Ed Wright
DLA Architects, Ltd
Two Pierce Place
Itasca, Illinois 60143

§ 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 are as identified in Exhibit A.

.1 Structural Engineer:

See Exhibit A.

.2 Mechanical Engineer:

See Exhibit A.

.3 Electrical Engineer:

See Exhibit A.

§ 1.1.11.2 Consultants retained under Supplemental Services:

As may be identified in Exhibit A.

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

§ 1.2 The Owner and Architect may rely on the information set forth in Exhibit A, the Project Authorization. Both parties, however, recognize that the information in Exhibit A 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 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 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in Exhibit A, the Project Authorization and this Agreement. In the event of an inconsistency or conflict between this Exhibit A and this Agreement, Exhibit A shall govern for the Project. The Architect represents that it is properly licensed in the jurisdiction where the Project is located when required 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, diligence, competence and care ordinarily provided by architects providing the same or similar services on construction projects of similar size and complexity in the same locale as the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's written 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 at its own expense the following minimum insurance coverage for the duration of this Agreement. The Architect shall name the Owner, its board members, officers, administrators, and employees as additional insureds on a primary and non-contributory basis on such coverages on all policies below except for professional liability and worker's compensation. The insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, with a Best's Key Guide Rating of at least A/VII, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to cancellation by insurer on policies naming the Owner as an additional insured.. The Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the following insurance policies along with copies of the amendatory riders to any such policies to the Owner for the Owner's approval if requested before the

Architect commences the rendition of any services hereunder. If the Architect fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the reasonable cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance

§ 2.5.1 Commercial General Liability 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 for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit for bodily injury, death of any person, and property damage covering non-owned and rented vehicles operated by the Architect.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) 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 One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.
(Paragraphs deleted)

§ 2.6 The Architect hereby agrees to indemnify, hold harmless the Owner and its Board members, employees, and successors (collectively, the "Indemnitees") from all losses, liabilities, damages, and expenses, including attorney's fees recoverable under applicable law, that the Indemnities may incur to a third party by reason of any injury or damage sustained to any person, including death, or property (including, but not limited to anyone or more of the Indemnities) to the extent caused by the negligent act, error, or omission for which the Architect is legally liable or by the negligent breach of the standard of care set forth in this Agreement or at the direction of the Architect or any of its employees or agents. Only to the extent necessary to prevent this provision from being void under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01, et seq., and particularly Section 1 thereof entitled "Indemnification of person from person's own negligence", this indemnity agreement shall not require the Architect to indemnify an Indemnitee against that party's own negligence.

§ 2.7 It is understood and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement and that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specifications is merely an approval of the general concept.. Any such approval by the Owner shall not relieve the Architect of responsibility for accuracy, completeness, adequacy, sufficiency of the documents as required by the standard of care set forth herein.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and the applicable Project Authorization Exhibit A and may include usual and customary structural, mechanical, and electrical engineering services if so required in Exhibit A. Services not set forth in this Article 3 are Supplemental or Additional Services. To the extent the Project Authorization Exhibit A amends, adds or deletes any provisions of Article 3, the Project Authorization Exhibit A shall control over this Article.

The Architect's Basic Services shall include attending all pre-bid and bid opening meetings as requested by the Owner. Subject to the terms of this Agreement, the Architect's Basic Services shall also include preparing for and

attending, as reasonably requested by the Owner, meetings of the Owner's Board of Education and public meetings of a municipal zoning authority concerning a Project involving the Architect's services. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause beyond the control of the Architect or Owner, be exceeded by the Architect or Owner.

All directions, instructions, approvals, and confirmations between the Owner and Architect shall be confirmed between the Owner and Architect in writing for services that deviate from or exceed those set forth in this Agreement.

The Architect shall, and when necessary require its consultants to, prepare for, and attend as reasonably requested by the Owner, meetings of the Owner's Board of Education. The Architect and its consultants shall also prepare for, and attend no more than two meetings requested by the Owner at the Owner's location or the Village Zoning and Community Town Hall meetings relating to this Project as part of Basic Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings reasonably requested by the Owner, 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 only if the Architect becomes aware of any error, omission, or inconsistency in such services or information; however, the Architect assumes no duty to discover such errors, information or inconsistencies.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive, design change 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.

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

§ 3.1.7 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentations, drawings or information furnished by the Owner are inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner.

§ 3.1.7.1 For design projects involving changes to an existing facility, the Architect shall evaluate current requirements of the Illinois State Board of Education and other applicable building and zoning codes, and the Construction Documents shall bring the portion of the existing facility constituting the Project into compliance with the current requirements of the Illinois State Board of Education and other applicable building and zoning laws, statutes, codes and regulations of the governmental authorities having jurisdiction over the design of the Project.

§ 3.1.8 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions.

§ 3.1.9 The LEED Green Building Rating System and other similar environmental guidelines (collectively referred to as "LEED Guidelines") utilize certain design and usability recommendations for a project in order to promote an environmentally friendly and energy efficient facility. When LEED Guidelines are required by the Owner to be used for the Project in the Project Authorization Exhibit A, the Architect shall use professional care to interpret and apply the LEED Guidelines to the Project. The Owner acknowledges and understands that LEED Guidelines are subject to various and possibly contradictory interpretations and that compliance may involve factors beyond the control of the Architect, including such factors as Owner's use and operation of the completed Project. The Architect does not warrant or represent that the Project will achieve LEED certification or that the estimates of energy savings and costs relating to building or equipment operation will actually be realized by the Owner. The Architect shall not be responsible for any environmental or energy shortfalls or losses arising from the use and operation of 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.

§ 3.2.2 The Architect shall prepare solely for use by the Owner 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 gain a general understanding of the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3 subject to Article 6.2 and 6.3 herein

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. The Architect shall not prepare Design Development Phase Documents for which the Cost of the Work exceeds the Owner's budgeted construction costs, unless approved by the Owner.

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

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall use professional care to incorporate the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents. The Construction Documents shall include all Drawings and Specifications required to obtain the construction permits and approvals of the governmental authority having jurisdiction over the design of the Project. The Construction Documents shall comply with current and applicable federal, state and local building and zoning laws, statutes, ordinances, codes, orders, rules and regulations, including the Americans with Disabilities Act ("ADA"). . Nothing contained herein shall relieve the Architect of its obligations to modify at its expense Drawings and Specifications where the Architect has negligently failed to prepare such in compliance with applicable building and zoning laws, codes, rules and regulations applicable to the design of the Project.

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

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

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

§ 3.4.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, error and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omissions shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall promptly modify or correct any errors or omissions in the Construction Documents through whatever means necessary at no additional cost to Owner.

§ 3.4.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for additional construction costs for which the Architect is legally responsible as required by applicable law.

§ 3.4.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner only for the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents as required by applicable law.

§ 3.4.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 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 comply with applicable federal, state and local laws and assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall attend all pre-bid and bid opening meetings as requested by the Owner. Further, the Architect is primarily responsible for the preparation of bid documents, evaluation of proposals, and recommendation of the most appropriate qualified bidder in compliance with Illinois law.

§ 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 written requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.3 The Architect shall analyze, investigate, and evaluate each bid, and shall recommend to the Owner the lowest responsible bidder. If requested by the Owner, the Architect shall notify all prospective bidders of the bid results. If the Architect recommends that the Owner disqualify or reject a bidder, the Architect shall provide a written

recommendation to the Owner's Board of Education, setting forth with specificity the basis of the proposed disqualification or rejection and providing evidence necessary to establish that the subject bidder is not responsive and responsible. The Owner will make any and all final determinations as to the responsibility of bidders.

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 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 to the extent required by this Agreement. 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 in writing to include such modifications. The terms and conditions of this Agreement and Exhibit A shall govern and control the Architect's services on the Project.

§ 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 jobsite safety, including but not limited to, precautions and programs in connection with the Work or compliance with any safety laws, standards, rules, regulations or guidelines governing 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.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsibility for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site and observe major portions during construction of the Project. The Architect will visit the site on average one time per week, or as otherwise required in the applicable Project Authorization

Exhibit A, to become generally familiar with the progress and quality of the Work, to endeavor to determine that the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents, and endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quantity or quality of the Work. The Architect shall provide these visits as part of these Basic Services under Article 3 above. The Architect shall keep the Owner informed of the progress and quality of the Work completed by timely written reports, and report to the Owner known deviations from the Contract Documents. If the Architect becomes aware of any non-conformance with the Contract Documents, the Architect shall give prompt written notice thereof to the Owner. Nothing contained in this paragraph shall relieve the Architect from responsibility or liability to the Owner for any failure of Architect to perform in accordance with the terms of this Agreement.

Any consultants engaged by the Architect from specific engineering or professional consultant disciplines may be required by the Owner to interpret their designs on-site and to assist in solving design or specification related construction problems. Remuneration for said consultants to the Architect shall be paid by the Architect and shall be part of the Architect's Basic Services under Article 3 above. The Architect shall be responsible for the timely coordination of said consultants and for resolving issues arising from their activities.

§ 3.6.2.2 The Architect has the responsibility to recommend to the Owner that the Owner reject Work that does not conform to the Contract Documents. Subject to the Owner's written approval, 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, and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents..

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Construction Documents shall provide that the Contractor submit a schedule of values prior to commencing its Work. The schedule of values, among other things, shall be used by the Architect as a basis for evaluating Applications for Payment. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in general 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.

The Owner shall require from its Contractors and the Architect shall obtain from the Contractor and provide to Owner (1) mechanics lien waivers, (2) certified payroll statements and documentation from Contractor per Illinois law and (3) sworn statements from Contractor listing subcontractors and materialmen before issuing Payment Certificates, and, if such sworn statement or waivers cannot be obtained, then the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers.

§ 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. Further, the Architect shall provide Owner with the original certified Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule when issued by the Contractor 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 that are required by the Contract Documents, 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 specific details, 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. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 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 or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.1, the Architect or its consultants shall retain 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 for informational purposes only. The Architect and its consultants 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 and shall have no responsibility for any errors or omissions in the services or documentation provided by the Contractor's design professionals.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the requirements of Illinois law and 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. The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary and not requiring extensive services, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Architect believes extensive services are required, the Architect will submit an estimate of additional services to the Owner for written approval before proceeding with preparation of any Drawings or Specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under Article 3.6.5.1. The Architect shall receive and submit to the Owner at the completion of the Project, for the benefit of the Owner and the Architect, a set of record drawings prepared by the Contractor which shall be a complete set of drawings marked to show all changes by the Contractor from the original Contract Documents..

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

The issuance of such final Certificate for Payment, however, shall not bind the Owner to any payment unless it accepts such final Certificate for Payment. In addition, the Architect shall review all warranties and related documents and provide a recommendation to the Owner as to whether they comply with the Contract Documents. Upon completion of the Project, the Architect shall also review and transmit to the Owner the marked-up prints, drawings or other data regarding record conditions required of the Contractor by the Owner. The Architect's review of the Record Drawings will be for changes in the Work made during construction of the Project.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check overall conformance of the Work observed with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted to 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 written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

The Owner's obligation to make payment to the Architect for any Supplemental or Additional Services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed supplemental or additional services before commencing such work. Nothing contained in these paragraphs shall release the Architect of responsibility for services, without extra costs to the Owner, when such services are appropriate or necessary due to Architect's error. Any Supplemental Service or Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the services are commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Architect shall not be obligated to proceed with services that may be an additional or supplemental service until such written authorization is granted. Any authorization to be made by the Owner as referred to herein must be in writing by duly authorized representatives of the Owner in order to be binding upon the Owner.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 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 provided in the applicable Project Authorization Exhibit A.

§ 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 provided in the applicable Project Authorization Exhibit A.

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

§ 4.2 Architect's Additional Services

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

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or 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 not due to the errors or omissions of the Architect;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, more than two (2) a public presentation, meeting or hearings other than meetings of the Owner's Board of Education;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
- .13 Services related to storm water management; or
- .14 Services related to permitting in excess of forty (40) hours.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .4 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .5 Providing services after the Owner's acceptance of the Architect's issuance of the final certificate for payment..

§ 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 On average of one (1) visit per week to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within the time set forth in Exhibit A, the Project Authorization, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Notwithstanding anything to the contrary contained in this Agreement, the following constitute "Basic Services" and do not constitute Additional Services or any other nature of services beyond or more extensive than the Basic Services or with respect to which any compensation or other payment is due by Owner to Architect other than the compensation provided for in Article 11 of this Agreement (with respect to each Phase of the services to be rendered by Architect):

- .1 Services rendered by Architect prior to execution of this Agreement;
- .2 Providing Contract Administration services agreed upon as a Basic Service in the Project Authorization Exhibit A during construction;
- .3 Attending regular Contractor/Architect coordination meetings;
- .4 Preparing field orders or Addenda;
- .5 Necessary revisions or corrections of errors, ambiguities or omissions in the Drawings and Specifications, which result from the violation of (a) this Agreement or (b) Architect's standard of care;
- .6 Notwithstanding anything contained in this Agreement to the contrary, architectural services made necessary, in whole or in part, by any fault or omission of Architect to perform its duties, responsibilities or obligations under this Agreement;
- .7 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data; or

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, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.9 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 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This shall not, however, diminish the Architect's duty to notify the Owner in writing of any errors or inaccuracies discovered by the Architect or Architect's consultants.

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, 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. Such access shall exclude school hours when students are present and/or school programs or activities are in session, unless there is written approval by the Owner.

(Paragraph deleted)

§ 5.15 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other Instruments of Service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services.

§ 5.17 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.18 The Owner shall include in all contracts for construction the requirement that the Contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the contractors for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work shall include an Owner's contingency in the amount of three (3%) percent of the Owner's budget for construction to cover ambiguities, inconsistencies, incompleteness, errors, or omissions in the Instruments of Service as defined in Article 7 herein furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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 Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect and the Architect shall have no responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Work exceeds the estimate or Owner's budget.

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

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work 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 Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

- .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, as an Additional Serviced, 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. 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 warrant 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 license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining the Project, or for informational purposes only in connection 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or obtaining the Architect's written consent, 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 defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 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.

(Paragraph deleted)

§ 7.5 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.5.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.5.2 The Architect may, in its sole discretion, provide for use to Owner from time to time upon request by Owner for its convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.5.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and Owner acknowledges that such Electronic Instruments of Service may not be final or complete.

Owner acknowledges that use by Owner or its contractors of the Electronic Instruments of Service is at the user's sole risk and responsibility. Under no circumstances shall such electronic files be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the

Architect. Any such use or reuse by the Owner or others without the written consent of the Architect for the specific purpose intended shall be at the Owner's sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from Owner's use or reuse of electronic files or in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.5.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner or others is at each of their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. The Owner's right to use electronic files or to use the Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.5.5 The Owner acknowledges and understands that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner may not be accomplished without the introduction of inaccuracies, anomalies, or errors.

§ 7.5.6 The electronic data files are intended to for use on the Project subject to the terms and conditions of as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the electronic files.

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, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs 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 seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. Upon resumption of the services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner's suspension is for convenience rather than cause, when the Project is resumed, the

Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner unreasonably 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 services under the Project Authorization Exhibit A by giving not less than seven days' written notice. Notwithstanding any provision of the Agreement to the contrary, without additional compensation the Architect shall nevertheless after the termination make available for review and use by Owner and any architect subsequently retained by the Owner any drawings, plans, specifications and records which the Architect herein has prepared up to the effective date of termination in connection with any Project provided that Owner releases Architect and its consultants from liability or responsibility for any use of the drawings, plans, specifications or records without the Architect's involvement on the Project and the Owner shall defend, indemnify and harmless the Architect and its consultants from any claims, causes of action, damages or losses arising from such use.

§ 9.4 Either party may terminate this Agreement 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. Notwithstanding any provision of the Agreement to the contrary, without additional compensation the Architect shall nevertheless after the termination make available for review and use by Owner and any architect subsequently retained by the Owner any drawings, plans, specifications and records which the Architect herein has prepared up to the effective date of termination in connection with the Project, but such use by Owner or another architect is at each of their sole risks and responsibility and Owner releases Architect from liability arising from such further use. Such drawings, plans, specifications and records are provided to the Owner by the Architect of which the Architect shall no longer be responsible upon termination of this Agreement.

§ 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. Notwithstanding any provision of the Agreement to the contrary, without additional compensation the Architect shall nevertheless after the termination make available for review and use by Owner and any architect subsequently retained by the Owner any drawings, plans, specifications and records which the Architect herein has prepared up to the effective date of termination in connection with the Project, but such use by Owner or another architect is at each of their sole risks and responsibility and Owner releases the Architect from liability arising from such further use. Such drawings, plans, specifications and records are provided to the Owner by the Architect of which the Architect shall no longer be responsible upon termination of this Agreement.

§ 9.6 In the event this Agreement is terminated by either party, the Architect is to be paid for its services in connection herewith an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this Agreement, including for authorized Additional Services and reimbursable expenses, and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Architect under this Agreement.

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

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

*(Paragraphs deleted)*None.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.3, 9.4, and 9.5

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. Any court proceeding filed on behalf of the Owner or Architect as a result of any allegation relating to or based on this contract shall be filed in the Circuit Court of the county of the Owner's principal place of business.

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

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 Upon Architect's receipt of written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information or information which is prohibited from disclosure by law. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. 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 non-public information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute or as required to be released subject to and in compliance with federal, state and local laws.

The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 On certain projects the Owner may retain the services of a Construction Manager. When a Construction Manager is utilized on a project, notwithstanding any language in this Agreement, the Construction Manager shall assume responsibility for the following: Preparing Project budgets and estimates. Qualifying and soliciting bids from contractors, and verifying scopes of Work are properly included in contractor bids. Preparing and monitoring the construction schedules; Assembling Contractor Applications for Payment, and reviewing mechanics lien waivers and certified payroll statements; Assembling and reviewing Construction Submittals prior to submitting to Architect for review; Assembling and reviewing Project closeout records, written warranties and related documents required by the Contract Documents prior to the Architect's review. The Architect shall work cooperatively with the Construction Manager, and the Owner shall coordinate the agreements of the Construction Manager to delineate responsibilities of the Construction Manager.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect *(Paragraphs deleted)*

on a per Project basis as described above and/or as described in the Project Authorization Exhibit A to this Agreement. Further, this Agreement and Exhibit A to this Agreement are subject to compliance with all applicable federal, state, local laws as well as Owner's Board Rules and Policies in the processing and execution of such documents. All payments are inclusive of any payments owed to the consultants of the Architect identified in the Project Authorization Exhibit A as part of Basic Services. as follows:

§ 11.2 The Owner's obligation to make payment to the Architect for any Supplemental Services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed Supplemental Services before commencing such services. Nothing contained in this Agreement shall release the Architect of responsibility for services, without extra costs to Owner, when such services are appropriate or necessary due to Architect's error. 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.)

See Project Authorization Exhibit A.

§ 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.)

See Project Authorization Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent (1.1 %).

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

Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	fifteen	percent (15	%)
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

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

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

See Project Authorization Exhibit A.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Requests from the Architect for reimbursable expenses will in all instances be accompanied by proof of invoice where applicable and shall not exceed actual out-of-pocket expenses or such authorized multiple of such expenses, as set forth below or otherwise agreed to by Owner and Architect in the Project Authorization Exhibit A. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence excluding transportation to and from the Project site;
- .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 advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent (1.1 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

In accordance with the Local Government Prompt Payment Act, if applicable, or if not applicable, one percent per month

§ 11.10.2.2 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.

(Paragraph deleted)

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 Intentionally Deleted.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect
DLA Architects
Two Pierce Place, Suite 1300
Itasca, Illinois 60143

Owner
Board of Education of
Bloomingdale School District 13
164 S. Euclid Avenue
Bloomingdale, IL 60108

§ 12.4 To the extent applicable to the Architect, the Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements, including, but not limited to, the provision of the "Illinois Human Rights Act" 775 ILCS 5/2-101 and "Illinois Public Works Employment Discrimination Act," 775 ILCS 10/0.01.

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

§ 12.6 Architect and Owner have agreed to the individuals assigned to the management of this Project set forth in the Project Authorization Exhibit A for the Project. These individuals may not be reassigned or replaced without prior notice to Owner.

§ 12.7 As an independent contractor of the Owner, records in the possession of the Architect related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). Provided that the Owner does not possess the records sought and the Architect does possess such records, the Architect shall provide the Owner with any such records requested by the Owner in order to timely respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. Architect shall be compensated for the time and expense incurred in responding to such requests.

§ 12.8 The Architect understands and acknowledges that its services may be performed in part on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. The Architect agrees that it shall not knowingly send to any school building or school property any employee or agent who would be prohibited from being employed by the Owner due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Prior to allowing any of its employees, agents, or representatives access to school property, the Architect agrees to make every employee, agent, or representative expected to perform services on public school property available to the Owner for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. The Architect agrees that it will not send any employee, agent, or representative to the Owner or school property until after the Owner has notified the Architect that the employee, agent, or representative has cleared all required background checks. The Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to the Architect. At least quarterly, the Owner shall check if an employee, agent, or representative who is or expected to perform services on school property is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry and shall report the results of such check to the Architect.

The Owner retains the right to prohibit an employee, agent, or representative of the Architect to perform services, in whole or in part, on school property because of the results of a criminal background or other background check, at the Owner's sole discretion.

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 if completed and signed by the parties:

.3 Exhibits:
(Paragraphs deleted)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A Project Authorization Exhibit

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

**Board of Education of Bloomingdale School
District 13**



OWNER *(Signature)*

John Reiniche, Chief School Business Official
(Printed name and title)

DLA Architects, Ltd.

ARCHITECT *(Signature)*

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

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