

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of August in the year 2019
(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 Oak Park Elementary School District No. 97
970 W. Madison Street
Oak Park, IL 60302

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

STR Partners LLC
350 West Ontario Street
Suite 200
Chicago, IL 60654

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

This is a Master Agreement between Owner and Architect for projects assigned to the Architect by Owner. Once the project is authorized by Owner, a Project Authorization shall be issued by the Owner which will provide the specific project scope, fee, and terms and conditions of a particular project, in addition to or in lieu of the terms of this Master Agreement. This Agreement shall govern the project and all required phases of services unless otherwise provided in writing in the Project Authorization. All Project Authorizations, shall, as issued, be attached as Exhibit A to this Agreement for an assigned project. The term "Project" as used herein shall be the project authorized by Owner pursuant to duly issued Project Authorization.

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.

The Owner and Architect agree as follows. TABLE OF ARTICLES

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(Paragraph deleted)

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the initial information set forth in this Article 1 and in the Project Authorization for the Project, attached hereto and incorporated herein as Exhibit A. Initial information for the Project shall be as set forth in the Project Authorization. If the project scope, fee, or terms and conditions stated in the Project Authorization, Exhibit A, conflict with those stated in this Master Agreement, the Project Authorization shall prevail. The term "Project" as used herein shall be the Project authorized by the Project Authorization attached hereto as Exhibit A.

§ 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.)

See Exhibit A, the Project Authorization for the Project.

§ 1.1.2 The Project's physical characteristics:

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

See Exhibit A, the Project Authorization for the Project.

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

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

See Exhibit A, the Project Authorization for the Project.

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

.1 Design phase milestone dates, if any:

See Exhibit A, the Project Authorization for the Project.

.2 Construction commencement date:

See Exhibit A, the Project Authorization for the Project.

.3 Substantial Completion date or dates:

See Exhibit A, the Project Authorization for the Project.

.4 Other milestone dates:

See Exhibit A, the Project Authorization for the Project.

§ 1.1.5 The Owner intends competitive bidding as the delivery method for the Project

unless otherwise defined in the Project Authorization contained in Exhibit A.

See Exhibit A, the Project Authorization for the Project.

§ 1.1.6 The Owner's anticipated sustainable objective, if any, for the Project shall be identified in Exhibit A, the Project Authorization:

§ 1.1.6.1 If the Owner identifies any sustainable objectives, such sustainable objections shall be defined in the Project Authorization, Exhibit A, and any additional terms, conditions, and services relating to the Owner's sustainable objectives shall be set forth in Exhibit A.

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

Superintendent
Board of Education of Oak Park Elementary School District No. 97
970 W. Madison Street
Oak Park, IL 60302

§ 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.)

N/A

§ 1.1.9 The Owner shall retain the environmental, geotechnical, and surveyor consultants, material testing agencies, and contractors, as necessary for the Project. Such consultants may be identified in the Project Authorization, Exhibit

(Paragraphs deleted)
A.

(Paragraph deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3;

(List name, address, and other contact information.)

Jennifer Costanzo

STR Partners LLC

350 W. Ontario Street

Suite 200

Chicago, IL 60654

Telephone Number: (312) 464-1444

§ 1.1.11 The Architect shall retain the consultants identified in

Exhibit A, the Project Authorization.

(Paragraphs deleted)

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

See Exhibit A, the Project Authorization

§ 1.2 The Owner and Architect may rely on the initial information set forth in Exhibit A, the Project Authorization. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation as warranted by mutual agreement pursuant to an amendment to the Project Authorization signed by the parties hereto. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement as may be amended by the Project Authorization, Exhibit A. In the event of an inconsistency or conflict between this Agreement and Exhibit A, Exhibit A shall govern for the assigned Project. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals within the scope of Basic Services where required by law. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified

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in Exhibit A, the Project Authorization for the Project which is incorporated into this Agreement by this reference. To the extent the Project Authorization conflicts with this Agreement, Exhibit A shall govern for the Project.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects performing similar services for educational institutions with facilities of like size and kind in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's knowledge and 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 procure and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, upon notice by the Architect and the subsequent written agreement of the parties, the Owner shall pay the Architect as set forth in Section 11.9. Unless otherwise required by Owner, the Architect's insurance shall be as follows:

§ 2.5.1 Commercial General Liability, included Completed Operations, 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. Completed Operations and personal injury aggregate coverage shall be not less than One Million Dollars (\$1,000,000). Such coverage shall be maintained in full force and effect until completion of Architect's Basic and Additional Services for the Project, except the Completed Operations coverage, which shall extend an additional two (2) years after Completion of the Architect's services.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles, used by the Architect with policy limits of not less than ONE MILLIONS DOLLARS (\$ 1,000,000), combined single limit and aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Such coverage shall be maintained in full force and effect until completion of Architect's Basic and Additional Services for the Project.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000) per claim and TWO MILLION DOLLARS (\$ 2,000,000) in the aggregate with coverage retroactive to the date of this Agreement or the commencement of the Architect's services, whichever is earlier, in relation to the Project. Such coverage shall be carried on a claims-made basis. Such coverage shall be maintained in full force and effect for the term of this Agreement and for a period of four (4) years after Substantial Completion of the Project.

§ 2.5.7 Umbrella Policy. To be determined based on the Project Authorization.

(Paragraphs deleted)

§ 2.5.8 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, and its

individual board members and employees, as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.9 The Architect shall provide certificates of insurance and declarations, upon written request, to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / VII. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of any insurer termination of coverage, whether for non-payment or otherwise. The Architect shall notify the Owner if there is a non-renewal of a policy identified above. If any insurance policy identified on the certificate of insurance expires during the Project, a new certificate of insurance shall be issued to the Owner.

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

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

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

§ 2.5.13 Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer or any self-insured risk pool of which it is a member, may have against the Architect or any of its agents or consultants.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in the Project Authorization, Exhibit A, and may include usual and customary architectural, structural, mechanical, plumbing, fire protection, electrical engineering services and other specialty services as set forth therein. Services not set forth in this Article 3 or in the Project Authorization, Exhibit A, are Supplemental or Additional Services. The Architect states that it is knowledgeable in school design and shall exercise reasonable care to engage consultants who possess the experience, knowledge, and skill, necessary to qualify them individually for the particular duties they shall perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to the professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors, and omissions of its consultants.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, Board of Education meetings, and Facility Advisory Committee meetings, as 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, unless the Architect knows that the information provided is inaccurate or incomplete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware, of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As part of Exhibit A, the Project Authorization, 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 Exhibit A, the Project Authorization. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Owner shall timely render decisions so not to hinder compliance with the approved schedule. Once approved by the Owner in writing, time limits established by the schedule shall not, except for reasonable cause as mutually determined by the Parties or by the subsequent written agreement of the parties, be exceeded by the Architect

or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 3.1.6 The Architect, with the assistance of the Owner, shall prepare and file documents required for the approval of governmental authorities having jurisdiction over the design of the Project. The Architect shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction as set forth in the Project Authorization, Exhibit A.

(Paragraph deleted)

§ 3.1.7 Upon becoming aware of any error or omission in the Construction Documents (whether during the bidding phase or construction phase), the Architect shall promptly perform the necessary professional service to issue an addendum or change order, as the case may be, to correct or clarify errors, omissions, or ambiguities. Such service shall be performed by Architect without additional compensation if the error or omission is caused by the Architect.

§ 3.1.8 If the Owner indicates its interest in utilizing a construction manager with respect to the Project, the Architect and the Owner shall enter into a separate B132 or B133 Agreement based on the scope of services to be furnished by the construction

manager.

§ 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 a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing 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, including the feasibility of incorporating environmentally responsible design approaches. 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, present, and explain 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, and based upon the Owner's then-current budget, 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 required for the Project, 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

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design services as a Supplemental Service under Section 4.1.1. To the extent that the Owner utilizes environmentally responsible design approaches and private, local, state, or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval. If the Owner rejects the Schematic Design Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Design Documents to the Owner for its approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written 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, and if applicable, structural, mechanical, plumbing, fire protection and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written 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 Construction Documents shall include all Drawings and Specifications required to obtain the building permits from the governmental authority or authorities having jurisdiction over the design of the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall exercise reasonable care and skill to comply with all applicable federal and state laws, building and zoning codes, rules, regulations, and ordinances, specifically including all rules, regulations, and specifications adopted by the Illinois State Board of Education and any other agency with authority over the design of school facilities in effect at the date of the certification of the final Drawings and Specifications. The Architect is responsible for all materials specified as to appropriateness for the intended use in an educational facility.

§ 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, with alternate bid requirements; (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction as modified by the Owner or the Owner's attorney. The Architect shall also compile a project manual that includes the Owner-modified General

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Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.3.1 The Architect shall submit to the Owner's attorneys the conditions of the Contract for Construction (General, Supplementary and Other Conditions) for their review and comments at least two (2) weeks prior to release for bid.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work and provide the Owner with a copy thereof.

§ 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 written approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the Owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor, which shall be provided to Owner for review by Owner's legal counsel for compliance with the requirements of Illinois School Code's public bidding and contracting law as those laws apply to public entities in effect at the time said bidding documents and contractual agreements are prepared.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, all of which shall be included by the Architect in the Project Manual and Drawings.

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

- .1 procuring the reproduction of bidding documents for distribution to prospective bidders;**
- .2 issuing statutory notice for bid and facilitating the distribution of Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;**
- .3 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;**
- .4 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,**
- .5 organizing and assisting the Owner with the Owner's opening of the bids, and subsequently documenting and distributing the bidding results and notice of award(s), as directed by the Owner.**

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

(Paragraphs deleted)

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3.5.2.4 The Architect shall review and evaluate each bid, and

shall recommend to the Owner the lowest responsive bidder in

consultation with the Owner. 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 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. The Owner, in consultation with the Architect, will make any and all determinations as to the responsiveness of bidders.

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§ 3.5.3 Negotiated Proposals - Intentionally Deleted.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner or the Owner's attorney and included in the Project Manual. If the Owner and Contractor modify AIA Document A201–2017 with respect to the Architect's services from those set forth herein, those modifications shall not affect the Architect's services under this Agreement or become a part of this Agreement unless the Owner and the Architect amend this Agreement by a writing signed by both the Owner and the Architect.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors or their agents or employees, or any other person performing any of the Work. These provisions shall not limit the Owner's remedies under this Agreement.

§ 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.

(Paragraph deleted)

§ 3.6.1.4 The Architect shall attend periodic progress meetings which shall include the Owner, the Architect, and appropriate prime

contractors.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as required in Section 4.2.3 unless otherwise provided in Exhibit A, the Project Authorization, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and endeavor to guard the Owner against defects and deficiencies in the Work during such visits. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall submit a written field report to the Owner for each field visit. The Architect may, at its discretion, have its consultants provide on-site observation to observe the Work for compliance with the Contract Documents. In such instances, the Architect shall require its consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect shall promptly upon notice or discovery during the Construction Phase of errors, ambiguities or omissions in their Drawings and Specifications make necessary revisions or corrections or shall require its consultants to make such revisions or corrections without additional costs to the Owner. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

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

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

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

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.1.1 The Architect shall determine whether Contractor's contractual prerequisites to payment have been satisfied for each Application for Payment; such as submission of Certified Payrolls, submission of Schedule of Values and submission of Lien Waivers properly executed by Subcontractors. The Architect shall not be responsible for determining the validity or legality of Contractor's certified payroll or Lien 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.

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall be made in a form approved by the Architect and 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 and shall regularly notify the Owner of same at progress meetings.

§ 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. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)

§ 3.6.5.1.1 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, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. 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.

§ 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 if and when deemed appropriate by the Architect, issue Certificates of Substantial Completion;
- .3 review and 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,

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- 4 if and when deemed appropriate by the Architect, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect shall also prepare a list of items that must be completed by the Contractor to achieve final completion ("Punch List"). The Architect shall provide the Owner and the Contractor with a copy of the Punch List and shall establish a date by which all work in the Punch List must be completed.

§ 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 at the time the Architect issues the final certification for payment.

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

§ 3.6.6.6 The Architect, with the final Certificate of Payment, shall provide the Owner with one (1) set of "As-Built" drawings from the Contractor.

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 or in the Project Authorization, Exhibit A, or an amendment thereto and is described as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|--|---|
| § 4.1.1.1 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 | |

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| | | |
|------------|--|--|
| § 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 | |
| § 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, finishings, and equipment design | |
| § 4.1.1.29 | Other services provided by specialty Consultants | |
| § 4.1.1.30 | Other Supplemental Services | |
| XXXXXX | | |

§ 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.)

Supplemental Services, if any, shall be set forth in the Project Authorization, Exhibit A, or an amendment thereto.

§ 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.)

Supplemental Services, if any, shall be set forth in the Project Authorization, Exhibit A, or an amendment thereto.

§ 4.1.3 Intentionally Deleted.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after the issuance of the Project Authorization, Exhibit A, 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 or the Project Authorization 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

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and approval of a fee for such Additional Services:

- .1 Services necessitated by a change in the Project Authorization, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Intentionally Deleted;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing beyond that set forth in the Project Authorization, Exhibit A, as part of Basic Services. ;
- .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; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, with the prior written consent of the Owner. If a circumstance arises that may result in any of the following Additional Services, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and invoice the Owner at rates that shall not exceed the hourly rates contained in the Proposal for Additional Services. Thereafter, the Architect shall proceed as directed by the Owner.

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor unless otherwise provided in the Project Authorization;
- .2 One (1) visit(s) on average per week to the site by the Architect during construction, or as otherwise set forth in the Project Authorization, Exhibit A;
- .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; and
- .4 Two (2) inspections for any portion of the Work to determine final completion.

The Architect shall ensure that the General Conditions are revised to provide that the Contractor shall be directly responsible for all Architect fees incurred by the Owner under this Section 4.2.3.

§ 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 Intentionally Deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect and provide information in a timely manner regarding requirements for and limitations on the Project, as requested by the Architect in writing and reasonably necessary for the Architect to perform its services.

§ 5.2 The Owner shall establish and consult with the Architect to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as 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, to the extent expressly permitted by applicable law and/or Board Policy. The Owner shall render decisions and approve the Architect's properly submitted submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the above, however, Architect acknowledges that the Owner, as public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education.

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

§ 5.5 The Owner shall upon reasonable advance written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services. The Architect shall assist with soliciting proposals and provide recommendations for the terms of such agreements if requested by the Owner.

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

§ 5.7 Intentionally Deleted.

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

§ 5.9 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, as the Owner deems necessary.

§ 5.11 Although the Owner has no duty or obligation to inspect the Project, 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 provided that the failure of the Owner to discover such errors, omissions or inconsistencies shall not waive any of Owner's rights or remedies under this Agreement or otherwise..

§ 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 Intentionally Deleted.

§ 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.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. To the extent the construction of the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additional costs to the Construction Cost as a result of errors by the Architect or its consultants. The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service compensated on a fixed fee or hourly rate basis. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Exhibit A, the Project Authorization, and may 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.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates, with the consent of the Owner, 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. The Architect shall not use or authorize the use of any contingency funds without the prior written approval of the Owner.

§ 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 reduce the estimated Cost of Work,

including but not limited to, adjusting the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall provide the Owner detailed written information and supporting evidence pertaining to its recommendations.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, 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 and rebid the Project; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents without additional compensation as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services only to the extent that the lowest bona fide bid or proposal exceeds the Owner's budget by twenty percent (20%) or more, or the budget as adjusted under Section 6.6.1. If the lowest bona fide bid or proposal exceeds the Owner's budget for the Cost of Work by less than twenty percent (20%), the Architect shall, as an Additional Service, modify the Contract 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. 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 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Owner state that in transmitting Instruments of Service, or any other information, the transmitting party represents that it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions

§ 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, except as stated in this Agreement, the Architect shall retain ownership of all common law, statutory and other reserved rights, including copyrights of the Instruments of Service. 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 ("License") to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, and for informational purposes only in connection with 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. Upon final completion of the Project under this Agreement and upon execution of a CAD release, the Architect will provide the Owner an electronic and hard copy of the Instruments of Service for the Project subject to the License set for herein. The Owner shall also have the right to continue to use the License as described in this paragraph even if it terminates the Architect's services as provided in this Agreement only if the Owner has paid the Architect for all sums owed on the Project. 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 Owner fails to comply with its obligations under this Agreement and 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, 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 costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Intentionally Deleted.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 Intentionally Deleted.

§ 8.2 Dispute Resolution

§ 8.2.1 The method of binding dispute resolution shall be the following: ☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement and Exhibit A, the Project Authorization, such failure shall be considered cause for, at Architect's option, suspension or termination of performance of services under this Agreement. Prior to such suspension or termination, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services under this section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension for services and expenses properly rendered and incurred.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services properly billed and performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services provided the suspension is not caused by the Architect's action or failure to act.

§ 9.3 If the Owner suspends the Project identified in the Project Authorization, Exhibit A, for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement or the services under the Project Authorization by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement or the services under a Project Authorization upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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

§ 9.7

(Paragraphs deleted)

Intentionally Deleted.

§ 9.8 Intentionally Deleted.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois, without regard to conflict of law principles.

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

§ 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 prior 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 if such consent is granted. However, the Architect's materials shall not include the images of any students or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary or any other information prohibited by law from disclosure. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 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, a Freedom of Information Act request, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, attorneys, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, attorneys, 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 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.

§ 10.11 The Architect understands and acknowledges that its services, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. If the Architect's employees will have such direct daily contact with students while performing the scope of their Work, the Architect agrees to provide the Owner with information so that the Owner may complete a criminal background check in conformity with 105 ILCS 5/10-21.9:

- (1). Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement who will have direct daily contact with students was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.
- (2). The Owner will provide the Architect, upon request, a copy of the criminal background check conducted on each such person.

In the event the Architect plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the Owner, then in that event Architect shall provide the Owner with information on such persons for Owner to perform criminal background checks on all such persons or firms to similarly comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Init.

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

X Fee is based upon a percentage of Construction Cost as set forth in Exhibit B, Architect's Fee Schedule, attached to this Agreement and made a part hereof.

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

As set forth in the Project Authorization attached to this Agreement as 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 only on an hourly basis or agreed upon fixed fee basis. The cost to construct any elements of design which are Additional Services compensated at a fixed fee or at hourly rates shall not be included in the Cost of Work and in no way shall be included as part of the Basic Services fee. The hourly compensation shall be as follows:
(Insert amount of, or basis for, compensation.)

As set forth in the Project Authorization attached to this Agreement as 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 as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As set forth in the Project Authorization attached to this Agreement as Exhibit A.

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

| | | | | |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase | Fifteen | percent (| 15 | %) |
| Design Development Phase | Twenty | percent (| 20 | %) |
| Construction Documents Phase | Forty | percent (| 40 | %) |
| Procurement Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. 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.

Init.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants shall be as set forth in an attachment to the Project Authorization, Exhibit A.,.

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

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 *(Stricken)*;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project outside the scope of Basic Services;
- .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; and
- .10 Site office

(Paragraphs deleted)

expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 Architect's Insurance. *If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth*

(Paragraphs deleted)

in Exhibit A, the Project Authorization.

§ 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 The Architect shall submit invoices monthly in proportion to services performed. Payments for services shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

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

%

§ 11.10.2.2 On or before the first day of each month during the performance of Basic Services, Supplemental Services, or Additional Services, if applicable, the Architect shall submit to the Owner for its approval a request for payment ("Request for Payment") in a form and substance satisfactory to the Owner. Each Request for Payment shall set forth the amount due for services rendered, a detailed breakdown of the amount, and the sum of all prior payments. The Architect shall furnish with each Request for Payment waivers of lien for itself in a form and substance satisfactory to Owner, and any other such forms as required by the Owner, lender, or title insurer, in order to effect waiver of mechanic and materialmen liens in compliance with the laws of the State of Illinois. The Owner shall review each such Request for Payment and make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing and promptly advise the Architect in writing of such exceptions.

Init.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 To the fullest extent permitted by applicable law, the Architect shall indemnify and hold harmless the Owner, and its respective board members, officers, directors, and employees (collectively "Indemnitees") from and against all damages, losses, judgments, and expenses, including reasonable attorneys' fees (collectively "Liabilities") for which it is liable to a third party provided that such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease, or death of any person, or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, and (2) to the extent caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable so long as not caused by the negligence or fault of any Indemnitee.

§ 12.1.1 To the fullest extent permitted by applicable law, the Architect shall indemnify, defend, and hold harmless the Indemnitees from and against all Liabilities for which it is liable to a third party provided that such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease, or death of any person, or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, (2) to the extent caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable so long as not caused by the negligence or fault of any Indemnitee, and (3) covered by the Architect's Commercial General Liability policy. Architect's indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect under the Illinois Workers' Compensation Act.

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

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

§ 12.4 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is 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. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Supplemental Services or Additional Services involved in:

- a. Revision of Contract Documents in order to secure the approval of the Owner for the Basic Services unless said Project documents have been previously approved by the Owner;
- b. Revisions of or additions to the Contract Documents required because of errors or omissions of the Architect; and
- c. Revision of Contract Documents to bring the Project within the budget which is authorized for the Project per Section 6.6.4.

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

§ 12.6 The Architect agrees to fully comply, to the extent applicable, with the requirements of the Illinois Human Rights Act (the "Act"), 775 ILCS 5/1-101, *et seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act.

Init.

The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, and rules and regulations promulgated thereunder. The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Architect's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights (the "Department"), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Architect agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service, arrest record status, or sexual orientation, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- c. That, in solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service, arrest record status, or sexual orientation;
- d. That it will permit access to all relevant books, records, accounts, and work sites, by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules; and
- e. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultants, to the extent required by law, in the same manner as with other provisions of this contract.

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

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

Architect: Jennifer Costanzo
STR Partners LLC
350 W. Ontario Street
Chicago, IL 60654

Owner: Board of Education of Oak Park Elementary S.D. 97
970 W. Madison Street
Oak Park, IL 60302

With copy to: Matt Gardner
Robbins Schwartz
55 W. Monroe Street, Suite 800

Init.

§ **12.9 Asbestos.** Architect shall not knowingly specify or require any materials, products, fixtures, or equipment, that contain asbestos.

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

§ **12.11** For change orders items deducting from the Construction Cost, the Architect shall credit the Owner for the Work deleted at twenty percent (20%) of the agreed upon percentage of Cost of Work fee set forth in Section 11.1 of this Agreement for such items.

§ **12.12** Intentionally Deleted.

§ **12.13 Bid Alternate Compensation.** The Architect shall be compensated for bid alternates as follows:

§ **12.13.1** For bid alternates, the Architect shall be compensated at the agreed upon percentage of Cost of Work set forth in Section 11.1 of this Agreement for the subject bid alternates, provided the Architect prepared construction drawings for the alternate.

§ **12.13.2** For bid alternates not accepted, the Architect shall be compensated at eighty percent (80%) of the agreed upon percentage of Cost of Work set forth in Section 11.1 of this Agreement for the subject bid alternates.

§ **12.14** The Owner agrees to permit the Architect to include as part of the Project a project sign, identifying the Project, Owner, Architect, Construction Manager/Contractor and other parties the Owner deems appropriate. The Architect may, at his expense, include signage on the Project site specific to identifying the Architect of the Project.

§ **12.15 Limited Liability Entity.** The Owner acknowledges that the Architect and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of the Architect, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

§ **12.16 Contractor's Obligation to Insure for Bodily Injury Claims.** Owner will require the Contractor and its Subcontractors to purchase insurance to cover claims and other expenses, including costs of defense, asserted against Owner, Architect, their agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ **12.17** Intentionally Deleted.

§ **12.18 Fast-Track.** In order to minimize construction problems and change orders, Architect's Standard Practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the Work on a fast-track basis so that it is completed in a shorter time period than would normally be required. Owner understands that if construction or furnishings contracts are let prior to the completion of final Construction Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

§ **12.19 Force Majeure.** In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency, or any other causes beyond the reasonable control of the Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

§ 12.20 Responsibility for Code Compliance. The Architect shall conform the Drawings and Specifications to applicable codes existing at the time such Drawings and Specifications are submitted for permit. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be compensated as a Contingent Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Drawings and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

§ 12.21 Indemnity From Contractor Required in Construction Contract. Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted without Architect's consent:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and, with respect to the Indemnified Parties, any limitation of liability under Workers' Compensation laws, and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants (the "Indemnified Parties") from and against all claims, damages, losses and expenses ("Claims"), including but not limited to attorneys' fees and economic or consequential damages, arising out of, resulting from or in connection with the performance of the Work, provided that any such Claim, is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all Claims against any Indemnified Party by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The term "Claim" as used in this Paragraph shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any kind of items of equipment, whether or not the same be owned, furnished or loaned by Owner or Contractor; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the Contract Documents; and (3) time expended by the Indemnified Party and its employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

In states with anti-indemnity laws, such as Illinois, include:

"Only to the extent necessary to prevent this provision from being void under 740 ILCS 35/, *et seq.*, entitled 'Indemnification of person from person's own negligence,' this indemnity agreement shall not require the Contractor to indemnify any Indemnified Party against that party's own negligence."

§ 12.22 Credit and Publicity. The Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all construction signs, building signage showing credits, press releases, and other forms of publicity for the Project.

§ 12.23 Americans with Disabilities Act. The Architect shall conform the Construction Documents to the requirements known to similarly situated architects of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG").

Owner shall be solely responsible for compliance with the remaining provisions of the Americans with Disabilities Act. Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 12.24 Job Site Safety. Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§ 12.25 Rehab Projects - Hidden Conditions. Intentionally Deleted.

§ 12.26 Responsibility for Product Suitability. With regard to new equipment, materials and products (collectively "Products") required by the Architect's Construction Documents, it is understood that Architect is relying on stated and implied representation made by manufacturers, suppliers, and installer of such Products as being suitable fit for their purposes. The Architect is not responsible for the Product's failure to perform consistently with those representation.

§ 12.27 Acceptance. The Owner may accept this Agreement by signature authorizing Architect to commence providing services or making any payments to Architect in consideration of its services.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement and Exhibit A, the Project Authorization, and Exhibit B, the fee schedule, represent 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 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

(Paragraphs deleted)

Exhibits:

(Paragraphs deleted)

Exhibit A, Project Authorization and Appendix 1 – Hourly Rate Schedule

(Paragraphs deleted)

Exhibit B, Architect's Fee Schedule

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

**Board of Education of Oak Park
Elementary School District 97**

STR Partners LLC

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:04:36 ET on 11/08/2019.

PAGE 1

AGREEMENT made as of the day of August in the year 2019

...

Board of Education of Oak Park Elementary School District No. 97
970 W. Madison Street
Oak Park, IL 60302

...

STR Partners LLC
350 West Ontario Street
Suite 200
Chicago, IL 60654

...

This is a Master Agreement between Owner and Architect for projects assigned to the Architect by Owner. Once the project is authorized by Owner, a Project Authorization shall be issued by the Owner which will provide the specific project scope, fee, and terms and conditions of a particular project, in addition to or in lieu of the terms of this Master Agreement. This Agreement shall govern the project and all required phases of services unless otherwise provided in writing in the Project Authorization. All Project Authorizations, shall, as issued, be attached as Exhibit A to this Agreement for an assigned project. The term "Project" as used herein shall be the project authorized by Owner pursuant to duly issued Project Authorization.

The Owner and Architect agree as follows.

The Owner and Architect agree as follows.

TABLE OF ARTICLES
PAGE 2

ARTICLE 1 INITIAL INFORMATION
ARTICLE 1 INITIAL INFORMATION

~~§ 1.1 This Agreement is based on the Initial Information initial information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") Article 1 and in the Project Authorization for the Project, attached hereto and incorporated herein as Exhibit A. Initial information for the Project shall be as set forth in the Project Authorization. If the project scope, fee, or terms and conditions stated in the Project Authorization, Exhibit A, conflict with those stated in this Master Agreement, the Project Authorization shall prevail. The term "Project" as used herein shall be the Project authorized by the Project Authorization attached hereto as Exhibit A.~~

...

See Exhibit A, the Project Authorization for the Project.

...

See Exhibit A, the Project Authorization for the Project.

...

See Exhibit A, the Project Authorization for the Project.

PAGE 3

See Exhibit A, the Project Authorization for the Project.

...

See Exhibit A, the Project Authorization for the Project.

...

See Exhibit A, the Project Authorization for the Project.

...

See Exhibit A, the Project Authorization for the Project.

~~§ 1.1.5 The Owner intends the following procurement and competitive bidding as the delivery method for the Project: 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.) unless otherwise defined in the Project Authorization contained in Exhibit A.~~

See Exhibit A, the Project Authorization for the Project.

~~§ 1.1.6 The Owner's anticipated Sustainable Objective sustainable objective, if any, for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.) Project shall be identified in Exhibit A, the~~
Project Authorization:

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

~~performing services or Work in any way associated with the Sustainable Objective.~~any sustainable objectives, such sustainable objections shall be defined in the Project Authorization, Exhibit A, and any additional terms, conditions, and services relating to the Owner's sustainable objectives shall be set forth in Exhibit A.

...

Superintendent
Board of Education of Oak Park Elementary School District No. 97
970 W. Madison Street
Oak Park, IL 60302

...

N/A

~~§ 1.1.9 The Owner shall retain the following consultants and contractors:~~environmental, geotechnical, and
~~(List name, legal status, address, and other contact information.)~~surveyor consultants, material testing agencies, and

~~.1 ——— Geotechnical Engineer:~~contractors, as necessary for the Project. Such consultants may be identified in the
Project Authorization, Exhibit

~~.2 ——— Civil Engineer:~~A.

~~.3 ——— Other, if any:~~

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

PAGE 4

Jennifer Costanzo
STR Partners LLC
350 W. Ontario Street
Suite 200
Chicago, IL 60654
Telephone Number: (312) 464-1444

~~§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:~~

Exhibit A, the Project Authorization.

~~(List name, legal status, address, and other contact information.)~~

§ 1.1.11.1 Consultants retained under Basic Services:

.1 — Structural Engineer:

.2 — Mechanical Engineer:

.3 — Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

See Exhibit A, the Project Authorization

§ 1.2 The Owner and Architect may rely on the ~~Initial Information. Both parties, however, recognize that the Initial Information~~ initial information set forth in Exhibit A, the Project Authorization. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's ~~compensation~~ compensation as warranted by mutual agreement pursuant to an amendment to the Project Authorization signed by the parties hereto. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this ~~Agreement. Agreement as may be amended~~ by the Project Authorization, Exhibit A. In the event of an inconsistency or conflict between this Agreement and

Exhibit A, Exhibit A shall govern for the assigned Project. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals within the scope of Basic Services where required by law. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Exhibit A, the Project Authorization for the Project which is incorporated into this Agreement by this reference. To the extent the Project Authorization conflicts with this Agreement, Exhibit A shall govern for the Project.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects ~~practicing performing similar services for educational institutions with facilities of like size and kind~~ in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.5 The Architect shall procure and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, upon notice by the Architect and the subsequent written agreement of the parties, the Owner shall pay the Architect as set forth in Section 11.9. Unless otherwise required by Owner, the Architect's insurance shall be as follows:

§ 2.5.1 Commercial General ~~Liability~~ Liability, included Completed Operations, with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000) for each occurrence and ~~(\$) in TWO MILLION DOLLARS (\$ 2,000,000)~~ in the aggregate for bodily injury and property damage. Completed Operations and personal injury aggregate coverage shall be not less than One Million Dollars (\$1,000,000). Such coverage shall be maintained in full force and effect until completion of Architect's Basic and Additional Services for the Project, except the Completed Operations coverage, which shall extend an additional two (2) years after Completion of the Architect's services.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned ~~vehicles used, vehicles, used~~ by the Architect with policy limits of not less than ~~(\$) per accident~~ ONE MILLIONS DOLLARS (\$ 1,000,000), combined single limit and aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Such coverage shall be maintained in full force and effect until completion of Architect's Basic and Additional Services for the Project.

...

§ 2.5.5 Employers' Liability with policy limits not less than ONE MILLION DOLLARS (\$ 1,000,000) each accident, ~~(\$)~~ each employee, and ~~(\$)~~ 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 ~~(\$) per claim and (\$) in the aggregate~~ TWO MILLION DOLLARS (\$ 2,000,000) per claim and TWO MILLION DOLLARS (\$ 2,000,000) in the aggregate with coverage retroactive to the date of this Agreement or the commencement of the Architect's services, whichever is earlier, in relation to the Project. Such coverage shall be carried on a claims-made basis. Such coverage shall be maintained in full force and effect for the term of this Agreement and for a period of four (4) years after Substantial Completion of the Project.

§ 2.5.7 ~~Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ Umbrella Policy. To be determined based on the Project Authorization.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 – SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.5.8 ~~Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, and its~~

individual board members and employees, as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.9 The Architect shall provide certificates of insurance and declarations, upon written request, to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / VII. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of any insurer termination of coverage, whether for non-payment or otherwise. The Architect shall notify the Owner if there is a non-renewal of a policy identified above. If any insurance policy identified on the certificate of insurance expires during the Project, a new certificate of insurance shall be issued to the Owner.

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

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

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

§ 2.5.13 Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer or any self-insured risk pool of which it is a member, may have against the Architect or any of its agents or consultants.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and ~~include usual and customary structural, mechanical, and electrical engineering services in the Project Authorization, Exhibit A, and may include~~ usual and customary architectural, structural, mechanical, plumbing, fire protection, electrical engineering services and other specialty services as set forth therein. Services not set forth in this Article 3 or in the Project Authorization, Exhibit A, are Supplemental or Additional Services. The Architect states that it is knowledgeable in school design and shall exercise reasonable care to engage consultants who possess the experience, knowledge, and skill, necessary to qualify them individually for the particular duties they shall perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to the professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors, and omissions of its consultants.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, Board of Education meetings, and Facility Advisory Committee meetings, as 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, consultants, unless the Architect knows that the information provided is inaccurate or incomplete.~~ The Architect shall provide prompt written notice to the Owner if the Architect becomes ~~aware~~ aware, of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As ~~soon as practicable after the date of this Agreement,~~ part of Exhibit A, the Project Authorization, 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, Exhibit A, the Project Authorization.~~ The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. ~~Once approved by the~~

~~Owner.~~ The Owner shall timely render decisions so not to hinder compliance with the approved schedule. Once approved by the Owner in writing, time limits established by the schedule shall not, except for reasonable cause, cause as mutually determined by the Parties or by the subsequent written agreement of the parties, 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.

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~~§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing Architect, with the assistance of the Owner, shall prepare and file documents required for the approval of governmental authorities having jurisdiction over the Project design of the Project. The Architect shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction as set forth in the Project Authorization, Exhibit A.~~

§ 3.2 Schematic Design Phase Services

~~§ 3.1.7 Upon becoming aware of any error or omission in the Construction Documents (whether during the bidding phase or construction phase), the Architect shall promptly perform the necessary professional service to issue an addendum or change order, as the case may be, to correct or clarify errors, omissions, or ambiguities. Such service shall be performed by Architect without additional compensation if the error or omission is caused by the Architect.~~

~~§ 3.1.8 If the Owner indicates its interest in utilizing a construction manager with respect to the Project, the Architect and the Owner shall enter into a separate B132 or B133 Agreement based on the scope of services to be furnished by the construction~~

~~manager.~~

§ 3.2 Schematic Design Phase Services

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing 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.~~ Project, including the feasibility of incorporating environmentally responsible design approaches. 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,~~ prepare, present, and explain 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, and based upon the Owner's then-current budget, 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, required for the Project,~~ 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. To the extent that the Owner utilizes environmentally responsible design approaches and private, local, state, or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding.

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§ 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.~~Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval. If the Owner rejects the Schematic Design Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Design Documents to the Owner for its approval.

...

§ 3.3.1 Based on the Owner's written 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 if applicable, structural, mechanical, plumbing, fire protection~~ 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.

...

§ 3.3.3 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 written approval.

...

§ 3.4.1 Based on the Owner's written 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 Construction Documents shall include all Drawings and Specifications required to obtain the building permits from the governmental authority or authorities having jurisdiction over the design of the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall exercise reasonable care and skill to comply with all applicable federal and state laws, building and zoning codes, rules, regulations, and ordinances, specifically including all rules, regulations, and specifications adopted by the Illinois State Board of Education and any other agency with authority over the design of school facilities in effect at the date of the certification of the final Drawings and Specifications. The Architect is responsible for all materials specified as to appropriateness for the intended use in an educational facility.

§ 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; forms, with alternate bid requirements;~~ (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction ~~(General, Supplementary and other Conditions)~~ as modified by the Owner or the Owner's attorney. The Architect shall also compile a project manual that includes the Owner-modified General Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.3.1 The Architect shall submit to the Owner's attorneys the conditions of the Contract for Construction (General, Supplementary and Other Conditions) for their review and comments at least two (2) weeks prior to release for bid.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work ~~prepared in accordance with Section 6.3 and provide the Owner with a copy thereof.~~

§ 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 written approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the Owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor, which shall be provided to Owner for review by Owner's legal counsel for compliance with the requirements of Illinois School Code's public bidding and contracting law as those laws apply to public entities in effect at the time said bidding documents and contractual agreements are prepared.

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

...

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract ~~Documents. Documents, all of which shall be included by the Architect in the Project Manual and Drawings.~~

...

- .1 procuring the reproduction of bidding documents for distribution to prospective bidders;**
- .2 issuing statutory notice for bid and facilitating the distribution of Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;**
- ~~.2~~ organizing and **.3 organizing and assisting the Owner in 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 **.5 organizing and assisting the Owner with the Owner's opening of the bids, and subsequently documenting and distributing the bidding results, results and notice of award(s), as directed by the Owner.****

...

§ 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, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§

3.5.2.4 The Architect shall review and evaluate each bid, and

shall recommend to the Owner the lowest responsive bidder in

consultation with the Owner. 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 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. The Owner, in consultation with the

Architect, will make any and all determinations as to the responsiveness of bidders.

§ 3.5.3 Negotiated Proposals - Intentionally Deleted.

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§ 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~~-Construction, as amended by Owner or the Owner's attorney and included in the Project Manual. If the Owner and Contractor modify AIA Document A201-2017, A201-2017 with respect to the Architect's services from those set forth herein, those modifications shall not affect the Architect's services under this Agreement or become a part of this Agreement unless the Owner and the Architect amend this Agreement. Agreement by a writing signed by both the Owner and the Architect.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors or their agents or employees, or any other person performing any of the Work. These provisions shall not limit the Owner's remedies under this Agreement.

...

§ 3.6.2 Evaluations of the Work

§ 3.6.1.4 The Architect shall attend periodic progress meetings which shall include the Owner, the Architect, and appropriate prime

contractors.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, as required in Section 4.2.3 unless otherwise provided in Exhibit A, the Project Authorization, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Documents, and endeavor to guard the Owner against defects and deficiencies in the Work during such visits. However, the Architect shall not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall submit a written field report to the Owner for each field visit. The Architect may, at its discretion, have its consultants provide on-site observation to observe the Work for compliance with the Contract Documents. In such instances, the Architect shall require its consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect shall promptly upon notice or discovery during the Construction Phase of errors, ambiguities or omissions in their Drawings and Specifications make necessary revisions or corrections or shall require its consultants to make such revisions or corrections without additional costs to the Owner. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

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

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§ 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~~either and shall not be liable for results ~~of interpretations or decisions rendered in good faith.~~ The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

...

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

§3.6.3.1.1 The Architect shall determine whether Contractor's contractual prerequisites to payment have been satisfied for each Application for Payment; such as submission of Certified Payrolls, submission of Schedule of Values and submission of Lien Waivers properly executed by Subcontractors. The Architect shall not be responsible for determining the validity or legality of Contractor's certified payroll or Lien Waivers.

...

§ 3.6.4.1 The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with

the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall be made in a form approved by the Architect and 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~~ Documents and shall regularly notify the Owner of same at progress meetings.

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§ 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. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.5.1.1 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, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. 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.

...

- .2 if and when deemed appropriate by the Architect, issue Certificates of Substantial Completion;
- .3 review and 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 if and when deemed appropriate by the Architect, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 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. The Architect shall also prepare a list of items that must be completed by the Contractor to achieve final completion ("Punch List"). The Architect shall provide the Owner and the Contractor with a copy of the Punch List and shall establish a date by which all work in the Punch List must be completed.

§ 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~~. Documents at the time the Architect issues the final certification for payment.

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

ARTICLE 4 – SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 The Architect, with the final Certificate of Payment, shall provide the Owner with one (1) set of "As-Built" drawings from the Contractor.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL 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 or in the Project Authorization, Exhibit A, or an amendment thereto and is described as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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| § 4.1.1.7 § 4.1.1.7 Development of Building Information Models for post construction use | |
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| § 4.1.1.28 Furniture, furnishings , <u>finishings</u> , and equipment design | |
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| <u>XXXXXX</u> | |
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...

Supplemental Services, if any, shall be set forth in the Project Authorization, Exhibit A, or an amendment thereto.

...

Supplemental Services, if any, shall be set forth in the Project Authorization, Exhibit A, or an amendment thereto.

~~§ 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.~~Intentionally Deleted.

...

The Architect may provide Additional Services after ~~execution of this Agreement~~the issuance of the Project Authorization, Exhibit A, 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 ~~or the Project Authorization~~ 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;~~authorization and approval of a fee for such Additional Services:

- .1 Services necessitated by a change in the ~~Initial Information, Project Authorization,~~ previous instructions or approvals given by the Owner, or a material change in the Project ~~including including, but not limited to,~~ size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~Intentionally Deleted;
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~hearing beyond that set forth in the Project Authorization, Exhibit A, as part of Basic Services. ;

...

- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction; or, construction~~
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect ~~shall provide the following Additional Services, may provide the following Additional Services, with the prior written consent of the Owner. If a circumstance arises that may result in any of the following Additional Services, the Architect shall~~ notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. ~~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; need, and invoice the Owner at rates that shall not exceed the hourly rates contained in the Proposal for Additional Services. Thereafter, the Architect shall proceed as directed by the Owner.~~

...

- .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; or

- ~~3~~ ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; Intentionally Deleted~~
- ~~4~~ ~~Intentionally Deleted~~
- ~~5~~ ~~Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~5~~ ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

...

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor unless otherwise provided in the Project Authorization;
- 2 ~~(—)~~ visits One (1) visit(s) on average per week to the site by the Architect during construction, or as otherwise set forth in the Project Authorization, Exhibit A;
- 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~~ Documents; and
- 4 Two (2) inspections for any portion of the Work to determine final completion.

The Architect shall ensure that the General Conditions are revised to provide that the Contractor shall be directly responsible for all Architect fees incurred by the Owner under this Section 4.2.3.

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

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect and 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 as requested by the Architect in writing and reasonably necessary for the Architect to perform its services.

§ 5.2 The Owner shall establish and consult with the Architect to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as 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. Project, to the extent expressly permitted by applicable law and/or Board Policy. The Owner shall render decisions and approve the Architect's properly submitted submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the above, however, Architect acknowledges that the Owner, as public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education.

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

~~§ 5.5 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 upon reasonable advance written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services. The Architect shall assist with soliciting proposals and provide recommendations for the terms of such agreements if requested by the Owner.~~

...

~~§ 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. Intentionally Deleted.~~

...

~~§ 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. interests, as the Owner deems necessary.~~

~~§ 5.11 The Although the Owner has no duty or obligation to inspect the Project, 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 of Service provided that the failure of the Owner to discover such errors, omissions or inconsistencies shall not waive any of Owner's rights or remedies under this Agreement or otherwise..~~

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~~§ 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. Intentionally Deleted.~~

...

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

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. To the extent the construction of the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additional costs to the Construction Cost as a result of errors by the Architect or its consultants. The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service compensated on a fixed fee or hourly rate basis. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.~~

~~§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall Exhibit A, the Project Authorization, and may 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.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design ~~alternates~~ alternates, with the consent of the Owner, 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. The Architect shall not use or authorize the use of any contingency funds without the prior written approval of the Owner.

...

§ 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-reduce the estimated Cost of Work, including but not limited to, adjusting the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall provide the Owner detailed written information and supporting evidence pertaining to its recommendations.

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

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the ~~Work~~; Work and rebid the Project; or,

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents without additional compensation as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase ~~Services~~, Services only to the extent that the lowest bona fide bid or proposal exceeds the Owner's budget by twenty percent (20%) or more, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Work by less than twenty percent (20%), the Architect shall, as an Additional Service, modify the Contract 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

...

§ 7.1 ~~The Architect and the Owner warrant Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Owner state that in transmitting Instruments of Service, or any other information, the transmitting party represents that it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions~~

§ 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 and, except as stated in this Agreement, the Architect shall retain ownership of all common law, statutory and other reserved rights, including copyrights, copyrights of the Instruments of Service. 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 ("License") to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, and for informational purposes only in connection with 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. Upon final completion of the Project under this Agreement and upon execution of a CAD release, the Architect will provide the Owner an electronic and hard copy of the Instruments of Service for the Project subject to the License set for herein. The Owner shall also have the right to continue to use the License as described in this paragraph even if it terminates the Architect's services as provided in this Agreement only if the Owner has paid the Architect for all sums owed on the Project. 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 Owner fails to comply with its obligations under this Agreement and the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license-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, 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 costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 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.~~Intentionally Deleted.

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~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.~~Intentionally Deleted.

§ 8.2 MediationDispute Resolution

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The method of binding dispute resolution shall be the following: ☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

§ 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 for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement and Exhibit A, the Project Authorization, such failure shall be considered cause for, at Architect's option, suspension or termination of performance of services under this Agreement. If the Architect elects to suspend services, Prior to such suspension or termination, the Architect shall give seven-fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, services under this section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted for services and expenses properly rendered and incurred.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services properly billed and performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted services provided the suspension is not caused by the Architect's action or failure to act.

§ 9.3 If the Owner suspends the Project identified in the Project Authorization, Exhibit A, for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement or the services under the Project Authorization by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven-fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement or the services under a Project Authorization upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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

§ 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:

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

Intentionally Deleted.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. State of Illinois, without regard to conflict of law principles.

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

...

§ 10.7 ~~The~~ Upon Architect's receipt of prior 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.~~ representations if such consent is granted. However, the Architect's materials shall not include the images of any students or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project, or proprietary or any other information prohibited by law from disclosure.~~ This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 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, a Freedom of Information Act request, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, attorneys, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, attorneys, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

...

§ 10.10 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.

§ 10.11 The Architect understands and acknowledges that its services, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. If the Architect's employees will have such direct daily contact with students while performing the scope of their Work, the Architect agrees to provide the Owner with information so that the Owner may complete a criminal background check in conformity with 105 ILCS 5/10-21.9:

- (1). Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement who will have direct daily contact with students was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.
- (2). The Owner will provide the Architect, upon request, a copy of the criminal background check conducted on each such person.

In the event the Architect plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the Owner, then in that event Architect shall provide the Owner with information on such persons for Owner to perform criminal background checks on all such persons or firms to similarly comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

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X Fee is based upon a percentage of Construction Cost as set forth in Exhibit B, Architect's Fee Schedule, attached to this Agreement and made a part hereof.

...

As set forth in the Project Authorization attached to this Agreement as 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 only on an hourly basis or agreed upon fixed fee basis. The cost to construct any elements of design which are Additional Services compensated at a fixed fee or at hourly rates shall not be included in the Cost of Work and in no way shall be included as part of the Basic Services fee. The hourly compensation shall be as follows:

...

As set forth in the Project Authorization attached to this Agreement as 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 ~~percent (%)~~, or as follows:

...

As set forth in the Project Authorization attached to this Agreement as Exhibit A.

...

| | | | | |
|------------------------------|----------------|-----------|-----------|----|
| Schematic Design Phase | <u>Fifteen</u> | percent (| <u>15</u> | %) |
| Design Development Phase | <u>Twenty</u> | percent (| <u>20</u> | %) |
| Construction Documents Phase | <u>Forty</u> | percent (| <u>40</u> | %) |
| Procurement Phase | <u>Five</u> | percent (| <u>5</u> | %) |
| Construction Phase | <u>Twenty</u> | percent (| <u>20</u> | %) |

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants ~~are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices, shall be as set forth in an attachment to the Project Authorization, Exhibit A...~~

...

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

...

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; (Stricken);~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; the Project outside the scope of Basic Services;~~

...

- ~~.9 All taxes levied on professional services and on reimbursable expenses; and~~
- ~~.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; expenses.~~

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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

in Exhibit A, the Project Authorization.

...

§ 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.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made. The Architect shall submit invoices monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect; for services shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

...

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. On or before the first day of each month during the performance of Basic Services, Supplemental Services, or Additional Services, if applicable, the Architect shall submit to the Owner for its approval a request for payment ("Request for Payment") in a form and substance satisfactory to the Owner. Each Request for Payment shall set forth the amount due for services rendered, a detailed breakdown of the amount, and the sum of all prior payments. The Architect shall furnish with each Request for Payment waivers of lien for itself in a form and substance satisfactory to Owner, and any other such forms as required by the Owner, lender, or title insurer, in order to effect waiver of mechanic and materialmen liens in compliance with the laws of the State of Illinois. The Owner shall review each such Request for Payment and make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing and promptly advise the Architect in writing of such exceptions.

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§ 12.1 To the fullest extent permitted by applicable law, the Architect shall indemnify and hold harmless the Owner, and its respective board members, officers, directors, and employees (collectively "Indemnitees") from and against all damages, losses, judgments, and expenses, including reasonable attorneys' fees (collectively "Liabilities") for which it is liable to a third party provided that such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease, or death of any person, or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, and (2) to the extent caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable so long as not caused by the negligence or fault of any Indemnitee.

§ 12.1.1 To the fullest extent permitted by applicable law, the Architect shall indemnify, defend, and hold harmless the Indemnitees from and against all Liabilities for which it is liable to a third party provided that such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease, or death of any person, or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, (2) to the extent caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable so long as not caused by the negligence or fault of any Indemnitee, and (3) covered by the Architect's Commercial General Liability policy. Architect's indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect under the Illinois Workers' Compensation Act.

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

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

§ 12.4 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is 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. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Supplemental Services or Additional Services involved in:

- a. Revision of Contract Documents in order to secure the approval of the Owner for the Basic Services unless said Project documents have been previously approved by the Owner;

- b. Revisions of or additions to the Contract Documents required because of errors or omissions of the Architect; and
- c. Revision of Contract Documents to bring the Project within the budget which is authorized for the Project per Section 6.6.4.

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

§ 12.6 The Architect agrees to fully comply, to the extent applicable, with the requirements of the Illinois Human Rights Act (the "Act"), 775 ILCS 5/1-101, et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act.

The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., and rules and regulations promulgated thereunder. The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Architect's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights (the "Department"), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Architect agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service, arrest record status, or sexual orientation, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- c. That, in solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service, arrest record status, or sexual orientation;
- d. That it will permit access to all relevant books, records, accounts, and work sites, by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules; and
- e. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultants, to the extent required by law, in the same manner as with other provisions of this contract.

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

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

| | | | |
|------------|-----------------------|--------|---|
| Architect: | Jennifer Costanzo | Owner: | Board of Education of Oak Park Elementary S.D. 97 |
| | STR Partners LLC | | 970 W. Madison Street |
| | 350 W. Ontario Street | | Oak Park, IL 60302 |
| | Chicago, IL 60654 | | |

With copy to: Matt Gardner

| | |
|--|--------------------------------|
| | Robbins Schwartz |
| | 55 W. Monroe Street, Suite 800 |
| | Chicago, IL 60603 |

§ 12.9 Asbestos. Architect shall not knowingly specify or require any materials, products, fixtures, or equipment, that contain asbestos.

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

§ 12.11 For change orders items deducting from the Construction Cost, the Architect shall credit the Owner for the Work deleted at twenty percent (20%) of the agreed upon percentage of Cost of Work fee set forth in Section 11.1 of this Agreement for such items.

§ 12.12 Intentionally Deleted.

§ 12.13 Bid Alternate Compensation. The Architect shall be compensated for bid alternates as follows:

§ 12.13.1 For bid alternates, the Architect shall be compensated at the agreed upon percentage of Cost of Work set forth in Section 11.1 of this Agreement for the subject bid alternates, provided the Architect prepared construction drawings for the alternate.

§ 12.13.2 For bid alternates not accepted, the Architect shall be compensated at eighty percent (80%) of the agreed upon percentage of Cost of Work set forth in Section 11.1 of this Agreement for the subject bid alternates.

§ 12.14 The Owner agrees to permit the Architect to include as part of the Project a project sign, identifying the Project, Owner, Architect, Construction Manager/Contractor and other parties the Owner deems appropriate. The Architect may, at his expense, include signage on the Project site specific to identifying the Architect of the Project.

§ 12.15 Limited Liability Entity. The Owner acknowledges that the Architect and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of the Architect, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

§ 12.16 Contractor's Obligation to Insure for Bodily Injury Claims. Owner will require the Contractor and its Subcontractors to purchase insurance to cover claims and other expenses, including costs of defense, asserted against Owner, Architect, their agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 12.17 Intentionally Deleted.

§ 12.18 Fast-Track. In order to minimize construction problems and change orders, Architect's Standard Practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the Work on a fast-track basis so that it is completed in a shorter time period than would normally be required. Owner understands that if construction or furnishings contracts are let prior to the completion of final Construction Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

§ 12.19 Force Majeure. In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency, or any other causes beyond the reasonable control of the Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

§ 12.20 Responsibility for Code Compliance. The Architect shall conform the Drawings and Specifications to applicable codes existing at the time such Drawings and Specifications are submitted for permit. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be compensated as a Contingent Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Drawings and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

§ 12.21 Indemnity From Contractor Required in Construction Contract. Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted without Architect's consent:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and, with respect to the Indemnified Parties, any limitation of liability under Workers' Compensation laws, and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants (the "Indemnified Parties") from and against all claims, damages, losses and expenses ("Claims"), including but not limited to attorneys' fees and economic or consequential damages, arising out of, resulting from or in connection with the performance of the Work, provided that any such Claim, is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all Claims against any Indemnified Party by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The term "Claim" as used in this Paragraph shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any kind of items of equipment, whether or not the same be owned, furnished or loaned by Owner or Contractor; (2) all attorneys' fees and costs incurred in

bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the Contract Documents; and (3) time expended by the Indemnified Party and its employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

In states with anti-indemnity laws, such as Illinois, include:

"Only to the extent necessary to prevent this provision from being void under 740 ILCS 35/, et seq., entitled 'Indemnification of person from person's own negligence,' this indemnity agreement shall not require the Contractor to indemnify any Indemnified Party against that party's own negligence."

§ 12.22 Credit and Publicity. The Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all construction signs, building signage showing credits, press releases, and other forms of publicity for the Project.

§ 12.23 Americans with Disabilities Act. The Architect shall conform the Construction Documents to the requirements known to similarly situated architects of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). Owner shall be solely responsible for compliance with the remaining provisions of the Americans with Disabilities Act. Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 12.24 Job Site Safety. Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§ 12.25 Rehab Projects - Hidden Conditions. Intentionally Deleted.

§ 12.26 Responsibility for Product Suitability. With regard to new equipment, materials and products (collectively "Products") required by the Architect's Construction Documents, it is understood that Architect is relying on stated and implied representation made by manufacturers, suppliers, and installer of such Products as being suitable fit for their purposes. The Architect is not responsible for the Product's failure to perform consistently with those representation.

§ 12.27 Acceptance. The Owner may accept this Agreement by signature authorizing Architect to commence providing services or making any payments to Architect in consideration of its services.

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§ 13.1 This Agreement represents and Exhibit A, the Project Authorization, and Exhibit B, the fee schedule, represent 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.

...

- .2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

~~[]~~ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~(Insert the date of the E204-2017 incorporated into this agreement.)~~

~~[]~~ ~~Other Exhibits incorporated into this Agreement:~~
~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and~~
~~scopes of services identified as exhibits in Section 4.1.2.)~~Exhibit A, Project Authorization and
Appendix 1 – Hourly Rate Schedule

~~4~~ ~~Other documents:~~
~~(List other documents, if any, forming part of the Agreement.)~~Exhibit B,
Architect's Fee Schedule

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

Board of Education of Oak Park
Elementary School District 97

STR Partners LLC

...

(Printed name and title)

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:04:36 ET on 11/08/2019 under Order No. 9076716911 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

