

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Sixth day of August in the Two Thousand and
year Twenty-Four

(In words, indicate day, month and year.)

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

Libertyville School District 70
1381 Lake Street
Libertyville, Illinois 60048
Telephone Number: 847-362-9695

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

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067
Telephone Number: 847-241-6100

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

Master Agreement for various projects.

Individual projects and the terms for those projects will be attached to this Master Agreement as exhibits

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

§ 1.1.2 The Project's physical characteristics:

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

Init.

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

.1 Design phase milestone dates, if any:

As set forth in the exhibit attached to this Master Agreement for the individual project.

.2 Construction commencement date:

As set forth in the exhibit attached to this Master Agreement for the individual project.

.3 Substantial Completion date or dates:

As set forth in the exhibit attached to this Master Agreement for the individual project.

.4 Other milestone dates:

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

(Paragraph Deleted)

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

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

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

As set forth in the exhibit attached to this Master Agreement for the individual project.

(Paragraph Deleted)

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

As set forth in the exhibit attached to this Master Agreement for the individual project.

.2 Mechanical Engineer:

As set forth in the exhibit attached to this Master Agreement for the individual project.

.3 Electrical Engineer:

As set forth in the exhibit attached to this Master Agreement for the individual project.

.4 Civil Engineer:

As set forth in the exhibit attached to this Master Agreement for the individual project.

§ 1.1.11.2 Consultants retained under Supplemental Services:

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The 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 Insurance. The Architect shall maintain at its own expense the following minimum insurance coverage for the duration of this Agreement. The following insurance coverage shall insure the Architect, its employees, agents and designees. The Owner, its board members, officers, administrators, employees and agents shall be named as additional insureds on a primary and non-contributory basis on such coverages (except for professional liability and worker's compensation). The insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, with a Best's Key Guide Rating of at least A/XV, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation, nonrenewal, or reduction in limits of liability by endorsement, change in deductible per claim, or change in limits or exclusion of any such policies as listed below. All insurance shall indicate that it is primary and that any material change shall not take effect unless notice is provided to the Owner thirty (30) days prior to the change. The Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the following insurance policies along with original copies of the amendatory riders to any such policies to the Owner for the Owner's approval before the Architect commences the rendition of any services hereunder. If the Architect fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the

Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

.1 General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operational Aggregate	\$2,000,000
Personal Injury	\$2,000,000

This policy shall include the following coverages:

- a. Premises/Operations
- b. Independent Contractors
- c. Products/Completed Operations
- d. Contract Liability – Blanket
- e. Broad Form Property Damage
- f. Personal Injury – Offenses A, B, C – Exclusion C deleted

Contractual Liability Coverage, including the “Indemnification of School District and Architect” (hold harmless agreement), must be insured under this policy for the liability limits set forth herein. In addition, Care, Custody and suitable coverage provided subject to the approval of the Owner. The Contractor is responsible for all claims arising out of sales of vended product on the premises and injury and/or death caused by the vendor’s delivery vehicles on and immediately adjacent to the premises.

.2 Automobile Liability

Combined Single Limit (each accident) \$1,000,000

.3 Workers’ Compensation

Coverage A – Compensation – Illinois Statutory Limits
Coverage B – Employer’s Liability \$500,000

.4 Professional Liability

Architect’s Professional Liability Insurance, which includes Errors and Omissions Insurance and Contractual Liability Insurance, in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Four Million Dollars (\$4,000,000.) (including but not limited to, contractual liability with all coverage retroactive to the earlier of the date of this Agreement and the commencement of Architect’s services in relation to the Project), said coverage to be maintained for a period of four (4) years after the date of substantial completion of each Project.

.5 Umbrella Liability

It is required that an umbrella policy be written for a minimum of \$2,000,000.00 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Owner. All insurance shall indicate that it is primary and any material change shall cause notice to Owner thirty (30) days prior to the change. With respect to the insurance required herein, the Architect shall provide such insurance naming the Owner, its Board of Education and its members individually, and its officers, employees, and agents as “Additional Named Insureds.”

Subconsultants. If the Architect retains subconsultants to perform a portion of the services for a specific Project under this Master Agreement, each subconsultant is required to carry insurance related to the subconsultant’s profession. Major subconsultants, including structural, mechanical, plumbing, and electrical engineering consultants, are required to maintain insurance coverage with the same types and limits required of the Architect under Section 2.5 of this Master Agreement. All other registered subconsultants, including civil engineering, cost estimation, food

service, and landscape architecture consultants, are required to carry Commercial General Liability insurance with policy limits of not less than One Million (\$1,000,000) for each occurrence and One Million (\$1,000,000) in the aggregate; Automobile Liability insurance with policy limits of not less than One Million (\$1,000,000) per accident; Worker's Compensation and Employer's Liability insurance as required by the State of Illinois; and Professional Liability insurance with policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate, unless otherwise indicated in writing in the exhibit for a specific Project.

Certificate of Insurance Requirements. The Certificates of Insurance and all insurance policies required to be obtained by the Architect shall provide that coverages afforded under the policies will not be cancelled, reduced or allowed to expire without at least thirty (30) days prior to written notice given to the Owner. If any of the insurance coverages are required to remain in force after final payment, all additional Certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

Failure to Comply With Insurance Reporting Provisions. All insurance required of the Architect shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its offices, directors, commissioners, officials, employees, consultants, volunteers or agents.

Insurance Requirements Cannot be Waived by Owner. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including, but not limited to:

1. allowing any work to commence by the Architect, the contractor or any subcontractor of any tier before receipt of Certificates of Insurance;
1. failing to review any Certificates of Insurance received;
1. failing to advise the Architect, the contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions or is otherwise deficient in any manner; or
1. issuing any payment without receipt of a sworn certification from the Architect and all contractors and subcontractors of any tier stating that all the required insurance is in force.
1. The Architect agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction or omission by the Owner.

(Paragraph Deleted)

Insurance Obtained Shall Be Primary Insurance. All insurance required of the Architect shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to claims arising out of operations performed by or on their behalf. If the Additional Insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

All Insurance Obtained Shall Apply Separately to Each Insured. 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.

Liability of the Architect is Not Limited by Purchase of Insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Architect, or any of its respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner or Architect's interest or liabilities, but are merely minimums. The obligation of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner if the Owner should suffer an injury or loss more than the amount recoverable through insurance, or any loss or portion of the loss which is not covered by the Architect's insurance.

Notice of Personal Injury or Property Damage. Architect shall notify 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, promptly upon obtaining first knowledge of same.

§ 2.6 The Architect hereby agrees to indemnify, hold harmless, and release the Owner and its Board members, employees, agents, and successors (collectively, the “Indemnitees”) from all losses, claims, liabilities, injuries, damages, and expenses, including attorney’s fees, that the Indemnities may incur by reason of any injury or damage sustained to any person, including death, or property (including, but not limited to anyone or more of the Indemnities) arising out of or occurring in connection with the errors, omissions, or negligent acts for which the Architect is legally liable or by the negligent breach of this Agreement, or with the omissions or wrongful acts committed intentionally by or at the direction of the Architect or any of its employees or agents, or with any liability or penalty incurred by the Owner resulting from the Architect’s violation of any applicable federal, state or local law, statute, ordinance, code, rule or regulation.

Only to the extent necessary to prevent this provision from being void under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01, et seq., and particularly Section 1 thereof entitled “Indemnification of person from person’s own negligence”, this indemnity agreement shall not require the Architect to indemnify an Indemnitee against that party’s own negligence.

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

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services as required by the Owner, in writing, including but not limited to other engineering services necessary to produce a reasonably complete and accurate set of Construction Documents under this Agreement except those engineering services provided by the Owner.

The Architect and the Architect’s consultants shall analyze the adequacy of the existing building systems and construction based upon a visual inspection of observable elements and shall prepare all documents necessary to detail contiguous construction and system connections. For projects involving renovation, the Architect shall evaluate and bring into compliance existing conditions of the building to conform to the current requirements of the Illinois State Board of Education and other applicable building and zoning laws, statutes, codes and regulations of the governmental authorities having jurisdiction over the design of the Project, but only to the extent that such conditions are within the scope of the renovation.

The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect’s basic services shall include attending all pre-bid and bid opening meetings as requested by the Owner. The Architect’s basic services shall also include preparing for and attending, as reasonably requested by the Owner, meetings of the Owner’s Board of Education and public meetings of a municipal zoning authority concerning a Project involving the Architect’s services. Upon request of the Owner, the Architect shall submit for the Owner’s approval a schedule for the performance of the architect’s services which shall be adjusted as required as the Project proceeds and shall include allowances for periods of time required for the Owner’s review and approval of submissions and for approvals of authorities having jurisdiction over the Project.

This schedule, when approved by the Owner, shall not, except for reasonable cause beyond the control of the Architect or Owner, be exceeded by the Architect or Owner.

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

Agreement.

The Architect shall, and when necessary, require its consultants to prepare for, and attend as reasonably requested by the Owner, meetings of the Owner's Board of Education. The Architect and its consultants shall also prepare for, and attend meetings requested by the Owner at the Owner's location or the Village Zoning and community town hall meetings relating to this Project as part of Basic Services.

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. All the designs produced by the Architect shall conform to the requirements of the Illinois State Board of Education and all other laws, statutes, codes, and regulations having jurisdiction over this Project.

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

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

§ 3.1.10 If Architect key personnel are identified in Architect's proposal, such personnel shall not be removed or replaced for services performed for the Project without Owner's prior express written consent.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall receive all requested reports and tests and direct structural, mechanical, electrical, and plumbing, to review laws, codes, and regulations applicable to the contracted services; identify the structural, mechanical, electrical, and plumbing systems required; seek approval and schedule required completion dates; and schedule meetings with regulatory agencies for project reviews and tentative approvals-i.e. building department, fire marshal, and utility companies.

The Architect, as applicable, shall: review the Owner's building standards; update schedule for Project phases and meetings; list and assemble relevant codes, ordinances and standards; conduct site visits for all disciplines; prepare for Owner's review relevant codes ordinances and standards analysis; determine structural, mechanical, electrical, plumbing space requirements; prepare project concepts for review; meet as necessary to keep the design on schedule

and within budget; analyze engineering systems; prepare alternative schemes for review, review final design to verify compliance with contract, program, codes and budget; prepare cost estimate; write general description of project (systems, equipment, etc.); present final schematic design to Owner for written approval and sign-off and Owner's written authority to proceed.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall endeavor to prepare Design Development Phase Documents for which the Cost of Construction does not exceed the Owner's budgeted construction costs.

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall be "construction ready" as referenced in the A201-2017, 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. Additionally, the Construction Documents shall include all Drawings and Specifications required to obtain the construction permits and approvals of the governmental authority having jurisdiction over the 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 Construction Documents shall comply with current and applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations, including but not limited to the Americans with Disabilities Act ("ADA"), zoning, building, occupancy, environmental and land use laws in effect at the time that the Construction Documents are issued. This paragraph shall be limited to those areas of the existing building where work is being performed. Nothing contained herein shall relieve the Architect of its obligations to modify at its expense Plans and Specifications where the Architect has negligently failed to prepare such in compliance with applicable laws and regulations.

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.2.4 The Architect shall assist the Owner in analyzing, investigating, and evaluating each bid, and shall recommend to the Owner the lowest responsible bidder. If the Architect recommends that the Owner disqualify or reject a bidder, the Architect shall provide a written recommendation to the Owner's Board of Education, setting forth with specificity the basis of the proposed disqualification or rejection and providing reasonable evidence to establish that the subject bidder is not responsive and responsible. The Owner shall be responsible for all final determinations as to the responsibility of bidders.

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

§ 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. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year contractor's construction warranty period.

§ 3.6.1.4 The Architect shall promptly make corrections to the Construction Documents at no cost to the Owner if any errors, omissions, or ambiguities are discovered during the Construction Phase provided that such errors, omissions, or ambiguities are due to the Architect's negligence.

§ 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, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not

be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 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 so as not to cause the Owner any damages or penalties under the Agreement.

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall obtain and provide to Owner (1) mechanics lien waivers, and (2) sworn statements from contractors listing subcontractors and materialmen before issuing Payment Certificates, and, if such sworn statement or waivers cannot be obtained, then the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment. Further, the Architect shall provide Owner with the original certified Applications and Certificates for Payment.

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

The Architect shall review requests for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary and not requiring extensive work, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work as an Additional Service. If the Architect believes extensive work is required, the Architect will submit an estimate of additional services to the Owner for written approval before proceeding with preparation of any Drawings or Specifications.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

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

Additionally, the Architect shall review all warranties and related documents and provide a recommendation to the Owner as to whether they comply with the Contract Documents. Upon completion of the Project, the Architect shall also review and transmit to the Owner the marked-up prints, drawings or other data regarding "as built" conditions required of the Contractor by the Owner. The Architect's review will be for changes in the Work made during construction of the Project.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Owner's obligation to make payment to the Architect for any additional services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such work. Nothing contained in these paragraphs shall release the Architect of responsibility for work, without extra costs to Owner, when such work is appropriate or necessary due to Architect's negligence. 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. Architect shall not be obligated to proceed with work that may be an additional service until such written authorization is granted. Any authorization to be made by the Owner as referred to herein must be in writing by duly authorized representatives of the Owner to be binding upon the Owner.

(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	Architect – Refer to Section 4.1.2.1

§ 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	Owner or Architect
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect – Refer to Section 4.1.2.1 For applicable service fee refer to Section 11.1.5.
§ 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, furnishings, and equipment design	Can be provided for additional fee. Refer to Section 11.1.5
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

(Table Deleted)

§ 4.1.2 Description of Supplemental Services

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

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

If Multiple Preliminary Designs or Telecommunication/Data Design services are identified as Supplemental Services in the exhibit for an individual project, the following provisions apply to the corresponding services:

Init.

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Section 4.1.1.3 – The number of preliminary designs shall be determined by the Owner and Architect based on the scope of work for each individual project.

Section 4.1.1.22 – Basic low voltage engineering services are provided as part of the Architect's Basic Services. These services limited to electrical services only for the following and include, but are not limited to, fire alarm systems, telecommunication room fittings, backbone cabling, horizontal cabling, paging systems, synchronized clock systems, local sound systems (e.g. cafeterias, gymnasiums other than performance gyms, etc.), coordination of Owner or Owner's consultants low voltage within the project, access control, and minor expansion and clean-up of existing systems. Advanced low voltage engineering and technology services can be provided as a Supplemental Service, if requested. These services include, but are not limited to, the extension of outside fiber to the building, audio visual systems (e.g. instructional technology, board rooms, theaters, etc.), digital signage, specialty audio systems (e.g. instructional technology, board rooms, theaters, performance gyms, etc.), and surveillance systems.

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

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

As set forth in the exhibit attached to this Master Agreement for the individual project.

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

§ 4.2 Architect's Additional Services

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

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

- .1 Where such changes are not due to the errors or omissions of the Architect, services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decision of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing if agreed upon in writing by Owner as an Additional Service herein with the stipulated compensation amount otherwise this subparagraph will be part of Architect's Basic Services under Article 3 above;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Architect shall visit the site as appropriate to the phase of construction and progress of the Work
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 DELETED.

§ 4.2.5 DELETED.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 As applicable, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines,

both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. If the Architect requires access to areas of the site that are in active use by the Owner throughout the Project, the Architect shall communicate with the Owner prior to accessing such areas.

§ 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all 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 The sole method of binding dispute resolution shall be litigation in a court of competent jurisdiction. 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 Illinois law.

§ 8.1.2 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.

§ 8.2 Mediation

§ 8.2.1 DELETED.

§

(Paragraphs Deleted)

8.3 Arbitration

§ 8.3.1 DELETED.

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner suspends the Project for convenience rather than for cause, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7 Without additional compensation but provided the Owner has paid in full the total amount due the Architect described above, the Architect shall nevertheless after the termination make available for review and use by Owner and any architect subsequently retained by the Owner any Instruments of Service which the Architect herein has prepared up to the effective date of termination in connection with any Project. Upon termination of this Agreement and the Architect providing such Instruments of Service to the Owner, the Owner shall release the Architect from any responsibility or liability for the

*Instrument of Service or any
(Paragraph Deleted)*

use of the Instruments of Service.

§ 9.8 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction ad venue for all disputes hereunder shall be the Circuit Court located in the county where the Owner's administrative offices are located, or the federal district court for the Northern District of Illinois.

§ 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.

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

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

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

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

§ 10.7 Upon Architect's receipt of written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information, or any other information prohibited by law from disclosure. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required to be released subject to and in compliance with federal, state, and local laws.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 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.

ARTICLE 11 COMPENSATION

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

(Paragraph Deleted)

Construction Cost	<\$500,000		\$500,000-\$2,000,000		>\$2,000,000		>\$10,000,000	
Type of Work	New Construction	Renovation/ Addition	New Construction	Renovation/ Addition	New Construction	Renovation/ Addition	New Construction	Renovation/ Addition
% of Cost	7.0%	8.5%	6.5%	8.0%	6.25%	7.75%	6.0%	7.5%

The fixed fee will be the product of the appropriate percentage listed above multiplied by the Cost of Work, including 5% design contingency, established as the Owner's construction cost budget at the project onset. .

(Paragraph Deleted)

1. *For reroofing projects, the fixed fee basis would be 0.75% less than the New Construction fee percentage based on the same construction cost tiers.
2. For the Basic Services, the Owner shall retain the Architect on a per Project basis as described above and/or as set forth in the specific project authorization exhibit for the upcoming assigned project.
3. Furnishings and Equipment Services (if requested). Fixed Fee based upon 6% (six percent) of the furnishings and/or equipment costs, as determined by the Architect, and subsequently approved by the Owner in writing.
4. Technology and Data Design (if requested): Fixed Fee based on 10% of the Technology and Data Costs documented by Wold.

(Paragraphs Deleted)

§ 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.)

Hourly

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-quarter percent (1.25 %), or as follows:

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

§ 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	%)

(Table Deleted)

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

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

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

As agreed upon in writing between Owner and Architect.

Employee or Category	Rate (\$0.00)
<i>(Table Deleted)</i>	

§ 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 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .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, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

Requests from the Architect for reimbursable expenses will in all instances be accompanied by proof of invoice where applicable and shall not exceed actual out-of-pocket expenses or such authorized multiple of such expenses, as may be agreed upon by the Owner and Architect.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. DELETED.

(Paragraph Deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable not more than sixty (60) days after the date of the Architect's invoice unless a dispute arises regarding such payments. Amounts unpaid after that time shall be subject to the Illinois Local Government Prompt Payment Act.

(Paragraph Deleted)

§ 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.

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

§ 12.2 Additional projects may be added to this Agreement between the Owner and the Architect by a further written amendment between the Owner and the Architect. Such further amendment may contain specific modifications, deletions or additions to this Agreement which will be incorporated as modifications to this Agreement for the additional project only, unless otherwise specifically provided. Except to the extent of such specific modifications, deletions or additions, this Agreement will govern the additional project.

§ 12.3 The Architect warrants that the Architect and the Architect's consultants are familiar with and that the Architect and the Architect's consultants shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations, School Board rules/policies and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement including without limitation those regarding the provision of student records and student confidentiality such as the Illinois School Student Records Act and the Family Educational Rights and Privacy Act. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Architect and its consultants shall furnish the Owner with satisfactory proof of compliance with said federal, state and local laws, statutes, ordinances, rules, regulations, orders, decrees and School Board rules/policies.

§ 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. Architect shall not

be obligated to proceed with work that may be an additional service until such written authorization is granted. Any authorization to be made by the Owner as referred to herein must be in writing by duly authorized representatives of the Owner to be binding upon the Owner.

§ 12.5 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.

§ 12.6 Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of receipt thereof by first class mail, registered or certified mail, postage prepaid or by a national overnight courier, addressed to the Owner or the Architect.

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

§ 12.8 Architect and Owner have agreed to the individuals assigned to the management of this Project. These individuals may not be reassigned or replaced without prior notice to Owner.

§ 12.9 As an independent contractor of the Owner, records in the possession of the Architect related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Architect shall immediately provide the Owner with any such records requested by the Owner to timely respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Architect refuses to provide a record that is the subject of a FOIA request to the Owner, the Architect shall indemnify the Owner for all costs the Owner incurs related to the FOIA request and any appeals, including attorney fees, and the Architect shall reimburse the Owner for any penalties assessed by the Illinois Attorney General or a court of competent jurisdiction related to the FOIA request.

§ 12.10 The Architect understands and acknowledges that its work, in whole or in part, will be performed on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. The Architect agrees that it shall not knowingly send to any school building or school property any employee or agent who would be prohibited from being employed by the Owner due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

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

In the event the Architect fails to comply with the provisions of this Paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee, agent, or representative of the Architect, or caused by an employee, agent, or representative of a subcontractor to the Architect, the Architect agrees to fully defend and indemnify the Owner against any such claims, including but not limited to reimbursement of attorney's fees and costs incurred by the Owner in defending the suit or claim or awarded to the person or entity bringing the suit or claim against the Owner.

§ 12.11 This Agreement represents the full and complete understanding between the Owner and the Architect and may be modified only by their mutual written agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and

supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

- .4 Other documents:

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

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

OWNER (Signature)

(Printed name and title)
(Table Deleted)

ARCHITECT (Signature)

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