AIA Document B121[°] – 2018

Standard Form of Master Agreement Between Owner and Architect for

Services provided under multiple Service Orders

AGREEMENT made as of the 18th day of March in the year Two Thousand Twenty Five

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

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

Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois 2000 7th Avenue Rock Island, Illinois 61201

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

IDG Architects + Partners 719 Main Street Suite A Peoria, Illinois 61602

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.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]–2018, Service Order for use with Master Agreement Between Owner and Architect

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective through June 30, 2026 unless terminated as provided below.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on June 30 of each year, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Superintendent Rock Island-Milan School District No. 41 2000 7th Avenue Rock Island, Illinois 61201 309-793-5900

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

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§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Ben McMillan III, AIA 16650 Greenbriar Plaza Drive Suite 200 Houston, Texas 77060 bmcmillan@idgarch.com 832.448.2462

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

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

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall be 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. The Architect shall perform its services consistent with the professional skill, diligence, competence 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 services provided pursuant to a Service Agreement.

§ 3.2 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 Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain at its own expense the following insurance until termination of this Master Agreement. The Owner, its board members, officers, administrators and employees shall be named as additional insureds on a primary and non-contributory basis on such coverages, except for professional liability and worker's compensation insurance coverage. All policies of insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, preferably with a Best's Key Guide Rating of at least A/IX, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to insurer cancellation of such policies on which the Owner is an additional insured. The Architect shall submit valid certificates on the Acord form evidencing compliance with the coverages and limits below 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. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

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Each Occurrence
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\$ 1,000,000.00

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Damage to Rented Premises Medical EXP Personal & ADV Injury General Aggregate Products COMP AGG	\$1,000,000.00 \$ 10,000.00 \$ 1,000,000.00 \$ 2,000,000.00 \$ 2,000,000.00
.2 Automobile Liability	
Combined Single Limit Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage (Per Accident) .3 Workers' Compensation	\$ 1,000,000.00
E.L Each Accident E.L. Disease - EA Employee E. L. Disease - Policy Limit	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00
.4 Professional Liability	
Per Claim Aggregate	\$3,000,000.00 \$2,000,000.00
.5 Umbrella Liability EACH OCCURRENCE AGGREGATE	\$5,000,000.00 \$5,000,000.00

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, including construction managers. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants and construction managers. 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.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.6 The Architect hereby agrees to indemnify and hold harmless the Owner and its board members, and employees (collectively, the "Indemnitees") from liabilities, losses, injuries, damages and expenses, including attorney's fees recoverable under applicable law, for which the Indemnitees are found liable to a third person, by reason of any injury or damage sustained to such person, including death, or property to the extent caused by negligent errors or omissions in the rendering of professional services for which the Architect is legally liable or breach of the professional standard of care in this Agreement.

§ 3.7 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 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. The Owner's

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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 services.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, 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;
- Changing or editing previously prepared Instruments of Service necessitated by official interpretations .3 of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Intentionally deleted;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Intentionally deleted;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally deleted; or
- .10 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 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.

§ 5.3 The Owner shall coordinate the services of its own consultants and construction managers with those services provided by the Architect. Upon the Architect's reasonable request, the Owner may in its sole discretion furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants requested by the Architect as designated in an individual Service Order, 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 Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 Paragraph Deleted .

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 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 COPYRIGHTS AND LICENSES

§ 6.1 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 in relation to a Service Agreement.

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§ 6.2 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 a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 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 the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master 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 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 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 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master 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.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 Intentionally deleted.

§ 7.1.3 Intentionally deleted.

§ 7.2 Deleted in its entirety §7.2.1 Paragraph Deleted

§7.2.2 Paragraph Deleted

§7.2.3 Paragraph Deleted

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§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding

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dispute resolution shall be the following: (Check the appropriate box.)

- [] Arbitration pursuant to Section 7.3 of this Master Agreement
- [**X**] Litigation in a court of competent jurisdiction
- Other: (Specify) []

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

§ 7.3 Deleted in its entirety

§ 7.3.1 Paragraph Deleted.

§7.3.1.1 Paragraph Deleted

§ 7.3.2 Paragraph Deleted .

§ 7.3.3 Paragraph Deleted.

§ 7.3.4 Deleted in its entirerty §7.3.4.1 Paragraph Deleted

§7.3.4.2 Paragraph Deleted

§7.3.4.3 Paragraph Deleted

§7.4 Paragraph Deletedt.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. 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.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for any properly documented 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.

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

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the

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party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement or this Master Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

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

.1 Termination Fee:

None.

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- Fee to be mutually agreed upon between the Owner (Rock Island Milan School District No.41 and the Architect (IDG Architects + Partners Inc)

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

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

New Construction Six Percent (6%)

Addition Seven Percent (7%)

Renovations Eight Percent (8%)

All percentages will be based on the Owners initial construction budget as adjusted for changes resulting from the competitive bidding process and properly approved change orders.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, 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.)

See attached Exhibit A for hourly rates

Employee or Category

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Rate (\$0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Intentionally deleted;
- .2 Intentionally deleted;
- .3 Intentionally deleted;
- .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 Intentionally deleted;
- .8 Intentionally deleted;
- .9 Intentionally deleted;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point five percent (1.5 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable in accordance with the Illinois Local Government Prompt Payment Act. Amounts unpaid after that time shall be subject to the interest provisions of the Illinois Local Government Prompt Payment Act.

§ 9.5.1.2 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. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner with the request for payment thereof.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender

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providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service 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 the Service 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 the Service Agreement.

§ 10.5 Unless otherwise required in a Service 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.

§ 10.6 Only upon receiving prior written authorization from the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials so long as in the Owner's sole discretion such representations do not undermine the safety and integrity of the Owner's school buildings. If allowed to use the Project in its promotional materials, the Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it 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 10.7.

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

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

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

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

§ 11.1 The Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements where applicable.

§ 11.2 No failure of either the Architect or the Owner to exercise any power given in the 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.

§ 11.3 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.

§ 11.4 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 upon reasonable notice provide the Owner with any records which are not in the possession of the Owner reasonably requested by the Owner in sufficient time to 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 in its possession which is the subject of a FOIA request to the Owner and not in the Owner's possession, the Architect shall indemnify the Owner for all costs the Owner incurs related to the non-production of the Architect's record(s) related to the FOIA request and any appeal, including attorney's 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 such record(s).

§ 11.5 The Architect understands and acknowledges that its services in part, may 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. Prior to allowing any of its employees, agents, or representatives who will have direct, daily contact with students to have access to school property, the Architect agrees to make every such employee, agent, or representative available to the Owner for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. The Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to the Architect. In the event Architect fails to comply with the provisions of this section and, as a result, a suit or claim is instituted by a student for harm caused by an employee, contractor or agent of Architect, then in that event, Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

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

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B121TM–2018, Standard Form of Master Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

None

.3 Exhibits:

Init.

(Clearly identify any other exhibits incorporated into this Master Agreement.)

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Exhibit A - Hourly rates

Other documents: .4 (List other documents, if any, forming part of the Master Agreement.)

None

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

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

Ben McMillan III, AIA, CEO (Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA[®] Document B121[™] – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:15:50 ET on 04/14/2025.

PAGE 1

AGREEMENT made as of the 18th day of March in the year Two Thousand Twenty Five

•••

Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois 2000 7th Avenue Rock Island, Illinois 61201

•••

IDG Architects + Partners 719 Main Street Suite A Peoria, Illinois 61602

PAGE 2

TABLE OF ARTICLES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").through June 30, 2026 unless terminated as provided below.

•••

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, June 30 of each year, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

•••

SuperintendentRock Island-Milan School District No. 412000 7th AvenueRock Island, Illinois 61201309-793-5900

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PAGE 3

Ben McMillan III, AIA 16650 Greenbriar Plaza Drive Suite 200 Houston, Texas 77060 bmcmillan@idgarch.com 832.448.2462

...

....

§ 3.1 The Architect shall be 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. The Architect shall perform its services consistent with the professional skill-skill, diligence, competence 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 services provided pursuant to a Service Agreement.

§ 3.3 The Architect shall maintain <u>at its own expense</u> the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4. The Owner, its board members, officers, administrators and employees shall be named as additional insureds on a primary and non-contributory basis on such coverages, except for professional liability and worker's compensation insurance coverage. All policies of insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, preferably with a Best's Key Guide Rating of at least A/IX, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to insurer cancellation of such policies on which the Owner is an additional insured. The Architect shall submit valid certificates on the Acord form evidencing compliance with the coverages and limits below 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. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.

	Each Occurrence	\$ 1,000,000.00	
PAGE	4		
	Damage to Rented Premises	\$1,000,000.00	
	Medical EXP	\$ 10,000.00	
	Personal & ADV Injury	\$ 1,000,000.00	
	General Aggregate	\$ 2,000,000.00	

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Products COMP AGG	\$ 2,000,000.00
Combined Single Limit	\$ 1,000,000.00
 Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage (Per Accident)	
E.L Each Accident	\$ 1,000,000.00
E.L. Disease - EA Employee	\$ 1,000,000.00
E. L. Disease - Policy Limit	\$ 1,000,000.00
Per Claim	\$3,000,000.00
Aggregate	\$2,000,000.00
.5 Umbrella Liability	
EACH OCCURRENCE	\$5,000,000.00
AGGREGATE	\$5,000,000.00
<u>noone</u> onie	$\psi_{2},000,000.00$

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§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. consultants, including construction managers. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. consultants and construction managers. 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.

•••

§ 3.6 The Architect hereby agrees to indemnify and hold harmless the Owner and its board members, and employees (collectively, the "Indemnitees") from liabilities, losses, injuries, damages and expenses, including attorney's fees recoverable under applicable law, for which the Indemnitees are found liable to a third person, by reason of any injury or damage sustained to such person, including death, or property to the extent caused by negligent errors or omissions in the rendering of professional services for which the Architect is legally liable or breach of the professional standard of care in this Agreement.

....

§ 3.7 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.

PAGE 5

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. <u>The Owner's</u> 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 services.

...

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;Intentionally deleted;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; Intentionally deleted;
- 9 Evaluation of the qualifications of entities providing bids or proposals; Intentionally deleted; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.<u>Intentionally deleted.</u>

§ 5.3 The Owner shall coordinate the services of its own consultants <u>and construction managers</u> with those services provided by the Architect. Upon the Architect's request, the Owner shall <u>reasonable request, the Owner may in its</u> <u>sole discretion</u> furnish copies of the scope of consulting services in the contracts between the Owner and the

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Owner's consultants. The Owner shall furnish the services of consultants <u>requested by the Architect</u> as designated in an individual Service Order, 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 Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

••••

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement. Paragraph Deleted .

PAGE 6

§7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. law. Completion of the services pursuant to a specific Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

••••

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

•••

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6. Intentionally deleted.

••••

§ 7.2 Mediation Deleted in its entirety

...

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Paragraph Deleted

...

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of

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this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Paragraph Deleted

....

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

PAGE 7

 $[\underline{X}]$ Litigation in a court of competent jurisdiction

§ 7.3 ArbitrationDeleted in its entirety

...

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

•••

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

...

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

...

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

§ 7.3.4 Consolidation or JoinderDeleted in its entirerty

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

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

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.Paragraph Deleted

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement. Paragraph Deletedt.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for any properly documented 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.

PAGE 8

§ 8.5 The Owner may terminate a Service Agreement or this Master Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

...

None.

Fee to be mutually agreed upon between the Owner (Rock Island - Milan School District No.41 and the Architect (IDG Architects + Partners Inc)

New Construction Six Percent (6%)

Addition Seven Percent (7%)

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Renovations Eight Percent (8%)

....

All percentages will be based on the Owners initial construction budget as adjusted for changes resulting from the competitive bidding process and properly approved change orders.

...

See attached Exhibit A for hourly rates

PAGE 9

- .1 Transportation and authorized out-of-town travel and subsistence; Intentionally deleted;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;Intentionally deleted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Intentionally deleted;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;Intentionally deleted;

9 All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;

....

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus <u>one point five</u> percent (1.5 %) of the expenses incurred.

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the

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absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.in accordance with the Illinois Local Government Prompt Payment Act. Amounts unpaid after that time shall be subject to the interest provisions of the

(Insert rate of monthly or annual interest agreed upon.)Illinois Local Government Prompt Payment Act.

••••

%

...

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.provided to the Owner with the request for payment thereof.

PAGE 10

§ 10.6 The Architect shall have the right to Only upon receiving prior written authorization from the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The materials so long as in the Owner's sole discretion such representations do not undermine the safety and integrity of the Owner's school buildings. If allowed to use the Project in its promotional materials, the Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.-information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

....

§ 11.1 The Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements where applicable.

§ 11.2 No failure of either the Architect or the Owner to exercise any power given in the 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.

§ 11.3 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.

§ 11.4 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 upon reasonable notice provide the Owner with any records which are not in the possession of the Owner reasonably requested by the Owner in sufficient time to 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 in its possession which is the subject of a FOIA request to the Owner and not in the Owner's possession, the Architect shall indemnify the Owner for all costs the Owner incurs related to the non-production of the Architect's record(s)

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related to the FOIA request and any appeal, including attorney's 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 such record(s).

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

PAGE 11

None

PAGE 12

Exhibit A - Hourly rates

None

Ben McMillan III, AIA, CEO

Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

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