

 **AIA[®] Document B101[™] – 2017****Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 19th day of March in the year 2018
(In words, indicate day, month and year.)

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

Board of Education of Millburn Community Consolidated School District 24
18550 Millburn Road
Wadsworth, IL 60083

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

Wold Ruck Pate Architects
110 N. Brockway Street, Suite 220
Palatine, IL 60067

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

This is a Master Agreement between Owner and Architect for projects assigned to the Architect by Owner. Once the project is identified and assigned a project number by Owner, this Agreement shall govern the project and all required phases of services unless otherwise provided in writing. A Project Authorization Exhibit shall be issued by the Owner which shall provide the specific project scope, fee, and terms and conditions of a particular project in addition to or in lieu of those contained in this Master Agreement. All Project Authorization Exhibits, shall, as issued, be attached as an Exhibit to this Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

| As set forth in the applicable Project Authorization Exhibit

§ 1.1.2 The Project's physical characteristics:

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

| As set forth in the applicable Project Authorization Exhibit

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

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

| As set forth in the applicable Project Authorization Exhibit

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

- .1 Design phase milestone dates, if any:
As set forth in the applicable Project Authorization Exhibit
- .2 Construction commencement date:
As set forth in the applicable Project Authorization Exhibit
- .3 Substantial Completion date or dates:
As set forth in the applicable Project Authorization Exhibit
- .4 Other milestone dates:
Set forth in the applicable Project Authorization Exhibit, if any

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

As set forth in the applicable Project Authorization Exhibit

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

Set forth in the applicable Project Authorization Exhibit, if any

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

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

Dr. Stephen Johns, Business Manager
Millburn C.C. School District 24
18550 Millburn Road
Wadsworth, IL 60083
847-245-2920 - Phone
847-356-9722 - Fax
sjohns@millburn24.net

§ 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.)

Set forth in the applicable Project Authorization Exhibit, if any

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

- .1 Geotechnical Engineer:

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Set forth in the applicable Project Authorization Exhibit, if any

.2 Civil Engineer:

Set forth in the applicable Project Authorization Exhibit, if any

.3 Other, if any:

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

Set forth in the applicable Project Authorization Exhibit, if any

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

Tim McGrath and Dan Kritta
Wold Ruck Pate Architects
110 N. Brockway Street, Suite 220
Palatine, IL 60067

§ 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:

Set forth in the applicable Project Authorization Exhibit, if any

.2 Mechanical Engineer:

Set forth in the applicable Project Authorization Exhibit, if any

.3 Electrical Engineer:

Set forth in the applicable Project Authorization Exhibit, if any

§ 1.1.11.2 Consultants retained under Supplemental Services:

Set forth in the applicable Project Authorization Exhibit, if any

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

Set forth in the applicable Project Authorization Exhibit, if any

§ 1.2 The Owner and Architect may rely on the Initial Information.

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

§ 1.3.1 Intentionally Deleted.

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

§ 2.5.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Indemnitees (defined in Section 12.1) as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Indemnitees' insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The Architect must name the Owner, its individual Board members, officers, directors, employees and agents, as additional insureds on the Comprehensive General Liability, Auto and umbrella or excess policies. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of any termination of coverage, whether for non-payment, expiration or otherwise.

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

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, Section 4.1.1, and include usual and customary structural, mechanical, and electrical engineering services, as well as civil engineering, cost estimating, food service, pool, theatre, acoustical, and landscaping consultant services. Services not set forth in this Article 3 or Section 4.1.1, are Supplemental or Additional Services. The Architect shall exercise reasonable care to engage consultants who shall possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants, to the extent such acts, errors, or omissions arise out of, relate to, or are connected with the Project.

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

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

§ 3.1.3 As soon as practicable after the 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

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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 be exceeded by the Architect or Owner. Notwithstanding the foregoing, the Owner may consent, in writing, to an adjustment to the time limits, for reasonable cause.

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

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

§ 3.1.6 The Architect, with the assistance of the Owner, shall prepare and file documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be primarily responsible for completing any required documents and ensuring that those documents are properly filed on behalf of the Owner. In connection with such filings, the Architect shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations in force and publicly announced as of the date of the applicable Project Authorization Exhibit.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect represents that it is knowledgeable in school design and shall exercise reasonable care and skill to comply with all applicable federal and state laws, as well as all applicable rules, regulations and ordinances, specifically including, but not limited to, all rules, regulations and specifications adopted by the Illinois State Board of Education and any other agency with authority over the design of school facilities in effect at the date of the certification of the Drawings and Specifications. The Architect, in consultation with the Owner, is responsible for all materials specified as to appropriateness for the intended use in an educational facility.

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents, based upon the most current approved Owner's budget, for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan 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 the Owner's program, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. To the extent that the Owner utilizes environmentally responsible design approaches and private, local, state or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding.

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

§ 3.2.6 The Architect shall submit to the Owner 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. Based on the mutually agreed upon objectives and guiding principles, and the Project requirements, the Architect shall make a good faith effort to ensure that the Project Schedule provides sufficient time for multiple reviews of the Schematic Design Documents by Owner, if reasonably necessary, so as not to delay substantial or final completion. If the Owner rejects the Schematic Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Documents to the Owner for its approval. Interim reviews will be provided by the Architect prior to the final submission of Schematic Documents contemplated by this Section. If, for reasons unrelated to the Architect's fault, the Owner approves the Schematic Documents or a portion thereof during the interim review process, but subsequently rejects or requests revisions to portions of the previously approved Schematic Documents, the Architect's revisions to such previously-approved Schematic Documents shall be paid for by the Owner as Additional Services.

§ 3.3 Design Development Phase Services

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

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

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

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

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

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

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

§ 3.4.6 The Owner understands and acknowledges that there are relatively few interpretative documents available with respect to compliance with the design requirements of the Americans with Disabilities Act ("ADA"). The Architect is knowledgeable in this field and is aware of developments in this field, including the ADA Accessibility Guidelines (ADAAG), but cannot guarantee or warrant that the Architect's opinion of probable compliance measures for ADA requirements will be found valid by third parties.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally Deleted.

§ 3.5.3.2

(Paragraphs deleted)
Intentionally Deleted.

§ 3.5.3.3 Intentionally Deleted.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by Owner. 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

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procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or the end of any applicable contractor warranty period, whichever is later.

§ 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 the applicable Project Authorization Exhibit, to become familiar with the progress and quality of the portion of the Work completed, and to determine 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 observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the Contractor has submitted lien waivers for the materials and services subject to the certificate for payment and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation

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of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and observations, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

§ 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 observations 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.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect will review and verify the list prepared by the Contractor of items that must be completed by the Contractor to achieve final completion ("Punch List"), or shall prepare its own Punch List if the Contractor has not done so in a timely manner. The Architect shall provide the Owner and the Contractor with a copy of the Punch List and shall establish a date by which all work in the Punch List must be completed.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, as part of Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect, as part of Basic Services
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	Architect, as part of Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.8 Civil engineering	Architect, as part of Basic Services
§ 4.1.1.9 Landscape design	Architect, as part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect, as part of Basic Services
§ 4.1.1.11 Value analysis	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.12 Detailed cost estimating	Architect, as part of Basic Services
<i>(Row deleted)</i>	
§ 4.1.1.13 On-site project representation	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.14 Conformed documents for construction	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.15 As-designed record drawings	Architect, as part of Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.17 Post-occupancy evaluation	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.18 Facility support services	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.19 Tenant-related services	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, as part of Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.22 Security evaluation and planning	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.23 Commissioning	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.25 Fast-track design services	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.26 Multiple bid packages	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.27 Historic preservation	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, at a fixed fee of six percent (6%) of the cost of the furniture, furnishings, and equipment, as determined by the Architect and approved, in writing, by the Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Architect, for a fee set forth in the applicable Project Authorization Exhibit
§ 4.1.1.30 Other Supplemental Services	Architect, for a fee set forth in the applicable Project Authorization Exhibit

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§ 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 applicable Project Authorization Exhibit

§ 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 applicable Project Authorization Exhibit

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

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's contractors, or to other Owner-authorized recipients;
- .6 Intentionally Deleted;
- .7 Intentionally Deleted;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally Deleted;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Intentionally Deleted.
- .3 Two (2) observations 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) observations for any portion of the Work to determine final completion.

§ 4.2.4 Intentionally Deleted.

§ 4.2.5 Intentionally Deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.13 Intentionally Deleted.

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

§ 5.15 Intentionally Deleted.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additions by Change Order to the Construction Cost as a result of errors by the Architect or its consultants.

§ 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, with the consent of the Owner, to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1 without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under Section 6.6.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with applicable law.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 Intentionally Deleted.

§ 8.2 Mediation

(Paragraph deleted)

§ 8.2.1 Intentionally Deleted.

§ 8.2.2 Intentionally Deleted.

(Paragraph deleted)

§ 8.2.3 Intentionally Deleted.

§ 8.2.4

(Paragraphs deleted)

Intentionally Deleted.

§ 8.3 Arbitration

§ 8.3.1 Intentionally Deleted.

§ 8.3.1.1 Intentionally Deleted.

§ 8.3.2 Intentionally Deleted.

§ 8.3.3 Intentionally Deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally Deleted.

§ 8.3.4.2 Intentionally Deleted.

§ 8.3.4.3 Intentionally Deleted.

§ 8.4 Intentionally Deleted.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty days' written notice to the Owner before suspending services. In the event of a suspension of services under this Section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 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 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.

§ 9.7
(Paragraphs deleted)
Intentionally Deleted.

§ 9.8 Except as otherwise expressly provided herein, each Project Authorization Exhibit shall terminate one (1) year after the applicable date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include the images of any students or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law, 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.

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

The following percentage of the Owner's initial budget for the Cost of the Work, without subsequent adjustments to the budget:

Cost of the Work	<\$500,000		\$500,000 to \$2,000,000		\$2,000,000 to \$10,000,000		>\$10,000,000	
Type of Work	New Construction	Renovation and Addition	New Construction	Renovation and Addition	New Construction	Renovation and Addition	New Construction	Renovation and Addition
%	7.0%	8.5%	6.5%	8.0%	6.25%	7.75%	5.75%	7.25%

For reroofing projects, the percentage listed above shall be .75% less than the New Construction fee.
 For furniture, furnishings, and equipment design, the Architect's fee shall be six percent (6%) of the cost of the furniture, furnishings, and equipment, as determined by the Architect and approved, in writing, by the Owner.

.3 Other
(Describe the method of compensation)

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

A fixed fee that is set forth in the applicable Project Authorization Exhibit

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As set forth in the applicable Project Authorization Exhibit

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

As set forth in the applicable Project Authorization Exhibit

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

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

§ 11.6 Intentionally Deleted.

§ 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.)

Employee or Category	Rate (\$0.00)
Principal	\$210
Project Manager/Associate	\$180
Lead Mechanical Engineer	\$180
Lead Electrical Engineer	\$180
Architectural Staff	\$100-\$150

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Engineering Staff	\$120-\$160
Administrative Staff	\$75

§ 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, at the then-current IRS rate, for Project-related activities, and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing and in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .12 Intentionally Deleted.

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

§ 11.9 Architect’s Insurance.

(Paragraphs deleted)
Intentionally Deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

§ 11.10.2.1

(Paragraphs deleted)

Payments for services shall be made in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 To the fullest extent permitted by applicable law, the Architect and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect and hold harmless the Owner, and its respective board members, officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, causes of actions, suits, judgments and expenses, including reasonable attorneys' fees (collectively "Liabilities") of any person or entity whatsoever arising out of, caused by or resulting from a breach of the Agreement or the performance of the Services or any part thereof provided that, with regard to the performance of the services, such liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

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

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

§ 12.4 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Additional Services involved in:

- a. Revision of project documents in order to secure the approval of the Owner for the basic work unless said project documents have been previously approved by the Owner;
- b. Revisions of or additions to the project documents required because of errors or omissions of the Architect;
- c. Alternates which are included in the project documents upon which bids are taken but for which no contract is awarded and which shall not have required drawing revisions on the project documents; and
- d. Revision of contract documents to bring the project within the budget which is authorized for the project per Section 6.6.4.

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

§ 12.6 The Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulation promulgated thereunder.

The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

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

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

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

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

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

Architect:
Tim McGrath
Wold Ruck Pate Architects
110 N. Brockway Street, Suite 220
Palatine, IL 60067

Owner:
Dr. Stephen Johns, Business Manager
Millburn C.C. School District 24
18550 Millburn Road
Wadsworth, IL 60083

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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

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

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

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

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

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:40:02 on 03/09/2018.

PAGE 1

AGREEMENT made as of the 19th day of March in the year 2018

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Board of Education of Millburn Community Consolidated School District 24
18550 Millburn Road
Wadsworth, IL 60083

...

Wold Ruck Pate Architects
110 N. Brockway Street, Suite 220
Palatine, IL 60067

...

This is a Master Agreement between Owner and Architect for projects assigned to the Architect by Owner. Once the project is identified and assigned a project number by Owner, this Agreement shall govern the project and all required phases of services unless otherwise provided in writing. A Project Authorization Exhibit shall be issued by the Owner which shall provide the specific project scope, fee, and terms and conditions of a particular project in addition to or in lieu of those contained in this Master Agreement. All Project Authorization Exhibits, shall, as issued, be attached as an Exhibit to this Agreement.

PAGE 2

As set forth in the applicable Project Authorization Exhibit

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As set forth in the applicable Project Authorization Exhibit

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As set forth in the applicable Project Authorization Exhibit

PAGE 3

As set forth in the applicable Project Authorization Exhibit

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As set forth in the applicable Project Authorization Exhibit

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As set forth in the applicable Project Authorization Exhibit

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Set forth in the applicable Project Authorization Exhibit, if any

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As set forth in the applicable Project Authorization Exhibit

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Set forth in the applicable Project Authorization Exhibit, if any

...

Dr. Stephen Johns, Business Manager
Millburn C.C. School District 24
18550 Millburn Road
Wadsworth, IL 60083
847-245-2920 - Phone
847-356-9722 - Fax
sjohns@millburn24.net

...

Set forth in the applicable Project Authorization Exhibit, if any

PAGE 4

Set forth in the applicable Project Authorization Exhibit, if any

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Set forth in the applicable Project Authorization Exhibit, if any

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Set forth in the applicable Project Authorization Exhibit, if any

...

Tim McGrath and Dan Kritta
Wold Ruck Pate Architects
110 N. Brockway Street, Suite 220
Palatine, IL 60067

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Set forth in the applicable Project Authorization Exhibit, if any

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Set forth in the applicable Project Authorization Exhibit, if any

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Set forth in the applicable Project Authorization Exhibit, if any

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Set forth in the applicable Project Authorization Exhibit, if any

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Set forth in the applicable Project Authorization Exhibit, if any

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

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

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

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

...

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

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

~~§ 2.5.2 Automobile Liability insurance covering vehicles owned, leased, rented, and non-owned vehicles used, operated by the Architect with policy limits of not less than (\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, One Million Dollars (\$ \$1,000,000) combined single limit, for bodily injury and property damage, along with any other statutorily required automobile coverage.~~

...

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

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

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. Indemnitees (defined in Section 12.1) as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's Indemnitees' insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The Architect must name the Owner, its individual Board members, officers, directors, employees and agents, as additional insureds on the Comprehensive General Liability, Auto and umbrella or excess policies. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of any termination of coverage, whether for non-payment, expiration or otherwise.

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

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

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

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

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

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§ 3.1 The Architect's Basic Services consist of those described in this Article 3-3, Section 4.1.1, and include usual and customary structural, mechanical, and electrical engineering services, as well as civil engineering, cost estimating, food service, pool, theatre, acoustical, and landscaping consultant services. Services not set forth in this Article 3 or Section 4.1.1, are Supplemental or Additional Services. The Architect shall exercise reasonable care to engage consultants who shall possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants, to the extent such acts, errors, or omissions arise out of, relate to, or are connected with the Project.

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

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

§ 3.1.3 As soon as practicable after the 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,~~ not 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. Notwithstanding the foregoing, the Owner may consent, in writing, to an adjustment to the time limits, for reasonable cause.

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

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§ 3.1.6 ~~The Architect shall assist the Owner in connection with the Owner's responsibility for filing Architect, with the assistance of the Owner, shall prepare and file documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be primarily responsible for completing any required documents and ensuring that those documents are properly filed on behalf of the Owner. In connection with such filings, the Architect shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations in force and publicly announced as of the date of the applicable Project Authorization Exhibit.~~

...

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect represents that it is knowledgeable in school design and shall exercise reasonable care and skill to comply with all applicable federal and state laws, as well as all applicable rules, regulations and ordinances, specifically including, but not limited to, all rules, regulations and specifications adopted by the Illinois State Board of Education and any other agency with authority over the design of school facilities in effect at the date of the certification of the Drawings and Specifications. The Architect, in consultation with the Owner, is responsible for all materials specified as to appropriateness for the intended use in an educational facility.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design ~~Documents~~ Documents, based upon the most current approved Owner's budget, for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site ~~plan, if appropriate, plan~~ 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,~~ the Owner's program, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. To the extent that

the Owner utilizes environmentally responsible design approaches and private, local, state or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding.

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

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Based on the mutually agreed upon objectives and guiding principles, and the Project requirements, the Architect shall make a good faith effort to ensure that the Project Schedule provides sufficient time for multiple reviews of the Schematic Design Documents by Owner, if reasonably necessary, so as not to delay substantial or final completion. If the Owner rejects the Schematic Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Documents to the Owner for its approval. Interim reviews will be provided by the Architect prior to the final submission of Schematic Documents contemplated by this Section. If, for reasons unrelated to the Architect's fault, the Owner approves the Schematic Documents or a portion thereof during the interim review process, but subsequently rejects or requests revisions to portions of the previously approved Schematic Documents, the Architect's revisions to such previously-approved Schematic Documents shall be paid for by the Owner as Additional 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~~ Documents, based on the current Owner's budget, for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

...

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6-3-6.3 and provide a copy to the Owner for its approval.

...

§ 3.4.6 The Owner understands and acknowledges that there are relatively few interpretative documents available with respect to compliance with the design requirements of the Americans with Disabilities Act ("ADA"). The Architect is knowledgeable in this field and is aware of developments in this field, including the ADA Accessibility

Guidelines (ADAAG), but cannot guarantee or warrant that the Architect's opinion of probable compliance measures for ADA requirements will be found valid by third parties.

...

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; competitive bids;~~ (2) confirming responsiveness of bids ~~or proposals;~~ and evaluating the qualifications of the bidders; (3) determining the successful ~~bid or proposal, bid,~~ if any; and, (4) awarding and preparing contracts for construction.

...

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

...

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

§ 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.~~ Intentionally Deleted.

§ 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.~~ Intentionally Deleted.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction.~~ Construction, as amended by Owner. 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.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment.~~ Payment or the end of any applicable contractor warranty period, whichever is later.

...

§ 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 the applicable Project Authorization Exhibit, to become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, determine 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 observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall~~

keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

...

§ 3.6.2.4 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~~ and, when acting in its role as the Initial Decision Maker, shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

...

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site ~~inspections observations~~ 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.

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§ 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~~ ~~professionals~~, unless the Architect knows or has reason to know, in its professional judgment, that the shop drawings or other submittals are inaccurate or incomplete.

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

...

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect will review and verify the list prepared by the Contractor of items that must be completed by the Contractor to achieve final completion ("Punch List"), or shall prepare its own Punch List if the Contractor has not done so in a timely manner. The Architect shall provide the Owner and the Contractor with a copy of the Punch List and shall establish a date by which all work in the Punch List must be completed.

...

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

...

§ 4.1.1.1	Programming	<u>Architect, as part of Basic Services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect, as part of Basic Services</u>
§ 4.1.1.3	Measured drawings	<u>Owner</u>
§ 4.1.1.4	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect, as part of Basic Services</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.8	Civil engineering	<u>Architect, as part of Basic Services</u>
§ 4.1.1.9	Landscape design	<u>Architect, as part of Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect, as part of Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.12	Detailed cost estimating	<u>Architect, as part of Basic Services</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect, as part of Basic Services</u>
§ 4.1.1.16	As-constructed record drawings	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>

§ 4.1.1.17	Post-occupancy evaluation	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.18	Facility support services	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.19	Tenant-related services	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect, as part of Basic Services</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.23	Commissioning	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.25	Fast-track design services	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.27	Historic preservation	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect, at a fixed fee of six percent (6%) of the cost of the furniture, furnishings, and equipment, as determined by the Architect and approved, in writing, by the Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>
§ 4.1.1.30	Other Supplemental Services	<u>Architect, for a fee set forth in the applicable Project Authorization Exhibit</u>

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As set forth in the applicable Project Authorization Exhibit

...

As set forth in the applicable Project Authorization Exhibit

...

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

...

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

...

- .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;~~ 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;~~

...

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

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

...

- .1 ~~(—) Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
.2 ~~(—) visits to the site by the Architect during construction Intentionally Deleted.~~
.3 ~~(—) inspections Two (2) observations 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 ~~(—) inspections Two (2) observations for any portion of the Work to determine final completion.~~

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

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

...

~~§ 5.2 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. contingency may only be utilized upon Owner's written consent. The contingency is intended to only be utilized for material changes in the Project, however, it may be utilized for non-material changes in the Project, with the Owner's written consent. Any request for use of the Owner's contingency must be in writing and detail the reason for the need to utilize the contingency funds. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~

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

Architect acknowledges that the Owner, as public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education.

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

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

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

...

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

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

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

...

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

...

§ 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. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additions by Change Order to the Construction Cost as a result of errors by the Architect or its consultants.

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§ 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~~ and, with the consent of the Owner, to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

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

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

...

§ 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 6.6.1 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.~~ Section 6.6.

...

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all reasonable costs and expenses, including the reasonable cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise directly

from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. applicable law.~~

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

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

...

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

~~§ 8.2.1 Intentionally Deleted.~~

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

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

~~§ 8.2.3 Intentionally Deleted.~~

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

~~(Check the appropriate box.)~~

~~— Arbitration pursuant to Section 8.3 of this Agreement~~

~~— Litigation in a court of competent jurisdiction~~

~~— Other: *(Specify)*~~

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

...

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

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

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

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

...

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

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

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

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

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~~§ 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-thirty days' written notice to the Owner before suspending services. In the event of a suspension of services, services under this Section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior~~

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

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

...

~~§ 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. termination.~~

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

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

~~.1 — Termination Fee:~~

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

~~Intentionally Deleted.~~

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the each Project Authorization Exhibit shall terminate one (1) year after the applicable date of Substantial Completion.~~

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. Illinois excluding Illinois's choice of law rules.~~

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

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~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the images of any students or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

...

~~§ 10.8.1 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.

...

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

...

~~()~~% ~~The following percentage of the Owner's initial budget for the Cost of the Work, as calculated in accordance with Section 11.6, without subsequent adjustments to the budget:~~

Cost of the Work	<\$500,000		\$500,000 to \$2,000,000		\$2,000,000 to \$10,000,000		>\$10,000,000	
	New Construction	Renovation and Addition	New Construction	Renovation and Addition	New Construction	Renovation and Addition	New Construction	Renovation and Addition
%	7.0%	8.5%	6.5%	8.0%	6.25%	7.75%	5.75%	7.25%

For reroofing projects, the percentage listed above shall be .75% less than the New Construction fee.
 For furniture, furnishings, and equipment design, the Architect's fee shall be six percent (6%) of the cost of the furniture, furnishings, and equipment, as determined by the Architect and approved, in writing, by the Owner.

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A fixed fee that is set forth in the applicable Project Authorization Exhibit

...

As set forth in the applicable Project Authorization Exhibit

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

...

As set forth in the applicable Project Authorization Exhibit

...

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

...

§ 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.~~ Intentionally Deleted.

<u>Principal</u>	<u>\$210</u>
<u>Project Manager/Associate</u>	<u>\$180</u>
<u>Lead Mechanical Engineer</u>	<u>\$180</u>
<u>Lead Electrical Engineer</u>	<u>\$180</u>
<u>Architectural Staff</u>	<u>\$100-\$150</u>
<u>Engineering Staff</u>	<u>\$120-\$160</u>
<u>Administrative Staff</u>	<u>\$75</u>

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~~.1 Transportation Mileage, at the then-current IRS rate, for Project-related activities, and authorized out-of-town travel and subsistence;~~

...

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in writing and in advance by the Owner;~~

~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;~~

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Project;~~

...

~~.10 Site office expenses; and~~

~~.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. Intentionally Deleted.~~

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

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

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

~~Intentionally Deleted.~~

...

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

...

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

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

~~—%~~ Payments for services shall be made in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq.

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

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§ 12.1 To the fullest extent permitted by applicable law, the Architect and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect and hold harmless the Owner, and its respective board members, officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, causes of actions, suits, judgments and expenses, including reasonable attorneys' fees (collectively "Liabilities") of any person or entity whatsoever arising out of, caused by or resulting from a breach of the Agreement or the performance of the Services or any part thereof provided that, with regard to the performance of the services, such liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

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

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

§ 12.4 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Additional Services involved in:

- a. Revision of project documents in order to secure the approval of the Owner for the basic work unless said project documents have been previously approved by the Owner;
- b. Revisions of or additions to the project documents required because of errors or omissions of the Architect;
- c. Alternates which are included in the project documents upon which bids are taken but for which no contract is awarded and which shall not have required drawing revisions on the project documents; and
- d. Revision of contract documents to bring the project within the budget which is authorized for the project per Section 6.6.4.

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

§ 12.6 The Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulation promulgated thereunder.

The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

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

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

by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

<u>Architect:</u>	<u>Owner:</u>
<u>Tim McGrath</u>	<u>Dr. Stephen Johns, Business Manager</u>
<u>Wold Ruck Pate Architects</u>	<u>Millburn C.C. School District 24</u>
<u>110 N. Brockway Street, Suite 220</u>	<u>18550 Millburn Road</u>
<u>Palatine, IL 60067</u>	<u>Wadsworth, IL 60083</u>

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

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:40:02 on 03/09/2018 under Order No. 9436461454 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)