



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty-Three)

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

Village of Addison
1 Friendship Plaza
Addison, IL 60101

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

[TBD]

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

North Wastewater Plant SCADA Improvements Project
711 North Addison Road
Addison, IL 60101

The Owner and Engineer 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.)

[TBD]

§ 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.)

[TBD]

§ 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.)

[TBD]

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

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.1 Design phase milestone dates, if any:

[TBD]

.2 Construction commencement date:

[TBD]

.3 Substantial Completion date or dates:

[TBD]

.4 Other milestone dates:

[TBD]

§ 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.)

[TBD]

§ 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.)

[TBD]

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Engineer 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 Engineer 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.)

Rick Federighi
Director of Public Works
Village of Addison
1 Friendship Plaza
Addison, IL 60101

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Engineer’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

[TBD]

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

.1 Geotechnical Engineer:

[TBD]

.2 Civil Engineer:

[TBD]

.3 Other, if any:

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

[TBD]

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

[TBD]

§ 1.1.11 The Engineer 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:

[TBD]

.2 Mechanical Engineer:

[TBD]

.3 Electrical Engineer:

[TBD]

§ 1.1.11.2 Consultants retained under Supplemental Services:

[TBD]

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

[TBD]

§ 1.2 The Owner and Engineer 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 Engineer shall by subsequent written agreement appropriately adjust the Engineer's services, schedule for the Engineer's services, and the Engineer'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 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 Reserved.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide professional services as set forth in this Agreement. The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals within the scope of Basic Services. The scope of Basic Services to be provided by the Engineer includes those services and other deliverables as specified in Engineer's proposal dated [REDACTED] (the "Proposal"). The Proposal is incorporated into this Agreement by this reference. To the extent the Proposal conflicts with this Agreement, this Agreement controls.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by architects performing similar services for institutions with facilities of like size and kind, including but not limited to the skill and care necessary to cause all final Construction Documents prepared by Engineer or consultants of Engineer to be in compliance with all applicable laws, statutes, codes, ordinances, orders, rules and regulations of the

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governmental authority or authorities having jurisdiction over the Project; to be complete, detailed, and ready for bidding and construction, and to be free of errors or omissions. The Engineer 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 Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

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

§ 2.5 The Engineer 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 Engineer normally maintains, upon notice by the Engineer and the subsequent written agreement of the parties, the Owner shall pay the Engineer as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Engineer 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 (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) 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 Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Engineer shall by endorsement 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 Engineer's negligent acts or omissions. The additional insured coverage shall by endorsement be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Engineer shall provide certificates of insurance, declarations, policies, and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / XV. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the Owner prior to the cancellation, non-renewal or material modification of any such policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in this Article 3 and include usual and customary architectural, structural, mechanical, plumbing, fire protection and electrical engineering services, and all other

specialty services, if and to the extent required to provide a complete design for the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. After the Engineer has reviewed such services and any information provided by Owner and Owner's consultants, and after Engineer notifies the Owner in writing of any defects and deficiencies in such services or information of which the Engineer is aware, the Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer'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, or by the subsequent written agreement of the parties, be exceeded by the Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Engineer shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Engineer's written approval. Notwithstanding, if Owner proposes to take such action without the Engineer's approval, and Engineer knows of such action and believes such action may be detrimental to the aesthetic, architectural, structural and/or functional aspects of the completed Project, the Engineer shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

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

§ 3.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Engineer shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary, and shall present such documentation to the Owner for review, approval and execution, if necessary. The Engineer shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.1.7 If the Owner indicates its interest in utilizing a construction manager with respect to the Project, the Engineer shall confer with the Owner to determine any adjustments needed to this Agreement based on the scope of services to be furnished by the construction manager.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services. The Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The Engineer 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 Engineer shall immediately, in writing, 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; and (3) any impact that the selected delivery method may have on the scheduled completion of the Project.

§ 3.2.3 The Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Engineer 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 Engineer 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, and based upon the Owner's then-current budget, the Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

§ 3.2.7 The Engineer shall submit the Schematic Design Documents to the Owner, meet with the Owner to review Schematic Design Documents, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

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

§ 3.3.3 The Engineer shall submit the Design Development Documents to the Owner, meet with the Owner to review the Design Development Documents, 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 Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Construction Documents shall include all Drawings and Specifications required to obtain the construction permits and approvals of the governmental authority or authorities having jurisdiction over the Project. The Owner and Engineer 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 Engineer shall review in accordance with Section 3.6.4.

§ 3.4.2 The Engineer 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 Engineer shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms, with alternate bid requirements; (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction as modified by the Owner or the Owner's attorney. The Engineer shall also compile a project manual that includes the Owner-modified General Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Engineer shall develop bidders' interest in the Project. Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals and the responsibility of bidders or proposers; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

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

- .1 issuing statutory notice for bid and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;
- .3 in consultation with the Owner, 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 assisting the Owner with the Owner's conducting of the opening of the bids, assisting the Owner in determining the responsiveness of bids and investigating the responsibility of bidders, and subsequently documenting and distributing the bidding results and notice of award(s), as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.0 Section 3.5.3 and its subparts shall only apply if and to the extent Owner directs the Engineer that the Work, or portions thereof, may be procured by negotiated proposals instead of competitive bidding as otherwise required by law. Engineer shall follow the Owner's directions regarding the method of procurement for all portions of the Work.

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

§ 3.5.3.2 The Engineer 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;

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

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

§ 3.5.4 If the Engineer recommends that the Owner disqualify or reject a bidder or proposer, as the case may be, based upon a lack of responsiveness and/or responsibility, the Engineer shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing all evidence necessary to establish that the subject is not responsive and/or responsible. The Owner, upon the advice of the Engineer, will make any and all determinations as to the responsiveness and/or responsibility of bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Engineer 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 the Owner or the Owner's attorney and included in the Project Manual. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Engineer's services under this Agreement unless the Owner and the Engineer amend this Agreement.

§ 3.6.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, except if the Engineer fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Engineer shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Drawings or Specifications furnished by the Engineer that are found to contain any error or omission shall be promptly corrected by the Engineer at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Engineer properly issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Engineer shall on a weekly basis attend and conduct construction meetings with the Contractor and Subcontractors. The Engineer shall on a weekly basis observe the site for the duration reasonably necessary to assure the Engineer that the Work is proceeding in accordance with the Contract Documents. The Engineer shall perform such site observations only with competent personnel and consultants who are experienced in such tasks and acceptable to the Owner.

On the basis of such on-site construction observation, the Engineer shall keep the Owner informed of the progress and quality of the Work and shall exercise due care and diligence to guard Owner against defects and deficiencies in the Work of the Contractor and the Subcontractors, and shall promptly report to the Owner any defects or deficiencies in any Work known to the Engineer. The Engineer shall submit a written field report to the Owner for each field visit. The Engineer during critical phases of construction shall have its consultants provide on-site observation to verify construction is in accordance with the Contract Documents. In such instances, the Engineer's consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Engineer and its specialty engineers, consultants, agents and officers shall promptly upon notice or discovery during the Construction Phase or thereafter make necessary revisions or corrections of errors, ambiguities or omissions in its Drawings and Specifications without additional costs to the Owner. The Engineer shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Engineer's failure to exercise the standard of care applicable to Engineer's services.

§ 3.6.2.2 The Engineer has the authority and responsibility to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer 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 Engineer 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 Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Engineer shall interpret and make recommendations to the Owner concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer'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 recommendations of the Engineer 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 Engineer shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 To the extent required by the Contract Documents, the Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Engineer shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Engineer'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 Engineer's professional judgment, to permit adequate review.

§ 3.6.4.2 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, to determine if the submittals conform to and are consistent with the Contract Documents. Where appropriate, the Engineer's consultants shall review and approve submittals. 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. Unless otherwise indicated in such review, the Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer'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 Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer 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 Engineer. The Engineer'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 Engineer 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 Engineer knows or reasonably should know that such submittals contain errors or omissions or do not conform to the Contract Documents.

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

§ 3.6.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents and shall regularly notify the Owner of same at progress meetings.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Engineer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Engineer shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.1.1 The Engineer shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation. If necessary, the Engineer shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Engineer determines that requested changes in the Work are not materially

different from the requirements of the Contract Documents, the Engineer may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.2 The Engineer shall maintain records relative to changes in the Work and shall regularly notify the Owner of same at the construction progress meetings. The Engineer shall, at appropriate intervals, update the Construction Documents to incorporate all approved changes in the Work, and to create Record Drawings.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Engineer shall:

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

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

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

§ 3.6.6.4 The Engineer 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 Prior to the expiration of one year from the date of Substantial Completion, the Engineer shall, without additional compensation, schedule and conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 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 Engineer shall provide the listed Supplemental Services only if specifically designated in the table below as the Engineer's responsibility, and the Owner shall compensate the Engineer as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Engineer is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Engineer's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Engineer 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	[All TBD] Responsibility <i>(Engineer, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

Supplemental Services	[All TBD] Responsibility <i>(Engineer, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Engineerural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Engineer’s coordination of the Owner’s consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Engineer’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 Engineer’s Services documents that can be included as an exhibit to describe the Engineer’s Supplemental Services.)

[TBD]

§ 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.)

[TBD]

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Engineer 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 Engineer as provided in Section 11.2.

§ 4.2 Engineer's Additional Services

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Engineer;
- .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 (Deleted and included in Basic Services);

Init.

- .4 Evaluating an extensive number of Claims if and to the extent Engineer is serving as the Initial Decision Maker; or,
- .5 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD (TBD) visits to the site by the Engineer during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Reserved.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD (TBD) months of the date of this Agreement, through no fault of the Engineer, extension of the Engineer's services beyond that time shall, upon the subsequent written agreement of the parties, be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish and consult with the Engineer to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer 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, subject to the extent expressly permitted by applicable law and the Owner's rules, policies, and practices. The Owner shall render decisions and approve the Engineer's properly submitted submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

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

§ 5.5 The Owner shall upon reasonable advance written request of the Engineer directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services, or authorize and direct the Engineer to furnish them as Additional Services, when such services are reasonably required by the scope of the Project and to the extent not included in Engineer's services hereunder. The Engineer shall assist with soliciting proposals and provide recommendations for the terms of such agreements as necessary.

§ 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.

Init.

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

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

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

§ 5.11 The Owner shall use reasonable efforts to provide prompt written notice to the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service; provided that the failure of the Owner to provide such notice shall not waive any of Owner's rights or remedies under this Agreement or otherwise.

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the Engineer and shall include contractors' general conditions costs, overhead and profit. To the extent the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Engineer; 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. The Cost of the Work does not include Work for which the Engineer has performed designs, specifications or drawings designs as an Additional Service. Instead, the Engineer's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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 Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer 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 Engineer 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 Engineer.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Engineer shall, without additional compensation and as a part of Basic Services, 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 Engineer to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Engineer's services for modifying the Construction Documents and rebidding the Project shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants are Instruments of Service for use solely with respect to this Project. Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Engineer hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service. Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Engineer and the Engineer's consultants.

§ 7.1 The Engineer 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 Reserved.

§ 7.3 Reserved.

§ 7.3.1 Reserved.

Init.

§ 7.4 Reserved.

§ 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 Causes of action by the parties to this Agreement pertaining to the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law.

§ 8.1.2 Reserved.

§ 8.1.3 Reserved.

§ 8.2 Mediation

§ 8.2.1 In the sole discretion of the Owner, any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation on the written demand of the Owner. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer 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.

§ 8.2.2 Reserved.

§ 8.2.3 If the Owner demands mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

- In the Owner's sole discretion, and upon written demand by the Owner, arbitration pursuant to Section 8.3 of this Agreement, and otherwise, litigation in a court of competent jurisdiction
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the Owner demands arbitration as provided above in Section 8.2.4, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered by the Owner to the Engineer, and filed with the person or entity administering the arbitration. If no such person or entity is selected at the time of the Owner's demand, promptly after Owner serves such demand on the Engineer, the parties shall meet and agree upon an arbitrator. If no such agreement results within fourteen days after the demand, then one or both of the parties may submit the case to the American Arbitration for selection of an arbitrator in accordance with Rule 14 of the AAA's Construction Industry Rules and Mediation Procedures in effect on the date of this Agreement, and further proceedings in accordance with such rules.

§ 8.3.1.1 A demand for arbitration by the Owner shall not 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, the Engineer's receipt of the Owner's written demand for arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 The Owner and Engineer 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 Engineer under this Agreement.

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

§ 8.5 In addition to the other rules applicable to any arbitration hereunder, the following shall apply if the Owner elects arbitration:

.1 Promptly after the impaneling of the arbitrator, the arbitrator shall establish a procedure for each party to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law, along with appropriate responses thereto;

.2 All parties to the arbitration shall be entitled to reasonable discovery procedures as provided by the Illinois Code of Civil Procedure and Illinois Supreme Court Rules;

.3 The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein. Similarly, the scope of discovery, and the extent of proceedings hereunder relating to discovery, shall be consistent with the parties' intent that the arbitration be conducted as expeditiously as possible.

§ 8.6 In the event of any litigation or arbitration between the parties to this Agreement, the Engineer shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Engineer for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, such failure shall be considered cause for suspension of performance of services under this Agreement. Prior to such suspension, the Engineer shall give seven days' written notice to the Owner. In the event of a suspension of services, the Engineer

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 Engineer all sums due prior to suspension for services and expenses properly rendered and incurred. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted if such suspension exceeds thirty (30) days.

§ 9.2 Reserved.

§ 9.3 Reserved.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen 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 Engineer for the Owner's convenience and without cause.

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

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

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

.1 Termination Fee:

None

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

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall expire one year from the date of Substantial Completion. Such expiration shall not affect rights under this Agreement that have accrued at the time of expiration or may later accrue.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer 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.

§ 10.4 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for

review at least 14 days prior to execution. The Engineer 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 Engineer.

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

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

§ 10.8 The Engineer shall maintain the confidentiality of all information in its possession regarding the Project and this Agreement, and shall require similar agreements with its consultants to maintain the confidentiality of all information regarding the Project and this Agreement. Engineer 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 or expiration of this Agreement.

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

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

§ 10.10 The Engineer shall indemnify and hold the Owner, its Board of Education, individual board members, officers, directors, agents, and employees (collectively, "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorneys' fees and court costs, that one or more of the Indemnitees may incur, to the extent caused by the Engineer's negligence or breach of this Agreement.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

[TBD]

.2 Percentage Basis
(Insert percentage value)

[TBD]

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

.3 Other
(Describe the method of compensation)

[TBD]

§ 11.2 For the Engineer’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 Engineer as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

[TBD]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, subject to the requirements for written pre-approval by Owner as provided in Article 4, the Owner shall compensate the Engineer as follows:
(Insert amount of, or basis for, compensation.)

At the hourly rates contained in the Proposal.

§ 11.4 Compensation for Supplemental and Additional Services of the Engineer’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Engineer plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Engineer’s consultants’ compensation for Supplemental or Additional Services.)

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

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

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Engineer 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 Engineer and the Engineer's consultants are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

[TBD]

Employee or Category

Rate (\$0.00)

[TBD]

§ 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 Engineer and the Engineer's consultants directly related to the Project, as follows:

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Engineer and the Engineer's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses shall not exceed [TBD].

§ 11.9

(Paragraphs deleted)

Reserved.

§ 11.10 Payments to the Engineer

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be made upon execution of this Agreement.

§ 11.10.1.2 Reserved.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable shall be processed in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq..

%

§ 11.10.2.2 Reserved.

§ 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. Engineer shall retain such records for three (3) years from the date of termination or expiration of this Agreement.

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.)

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and
(Paragraphs deleted)
- Engineer.2 Engineer’s Proposal dated [REDACTED].

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

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

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

733945v1

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:34:16 ET on 06/09/2023.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty-Three
(*In words, indicate day, month and year.*)

BETWEEN the ~~Architect's~~Engineer's client identified as the Owner:

...

Village of Addison
1 Friendship Plaza
Addison, IL 60101

and the ~~Architect~~Engineer:

...

[TBD]

...

North Wastewater Plant SCADA Improvements Project
711 North Addison Road
Addison, IL 60101

The Owner and ~~Architect~~Engineer agree as follows.

PAGE 2

[TBD]

...

[TBD]

...

[TBD]

PAGE 3

[TBD]

...

[TBD]

...

[TBD]

...

[TBD]

...

[TBD]

...

[TBD]

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect-Engineer 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-Engineer 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.

...

Rick Federighi
Director of Public Works
Village of Addison
1 Friendship Plaza
Addison, IL 60101

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

...

[TBD]

...

[TBD]

...

[TBD]

...

[TBD]

...

§ 1.1.10 The Architect-Engineer identifies the following representative in accordance with Section 2.3:

...

[TBD]

...

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

...

[TBD]

PAGE 5

[TBD]

...

[TBD]

...

[TBD]

...

[TBD]

§ 1.2 The Owner and ~~Architect-Engineer~~ 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 Engineer~~ shall by subsequent written agreement appropriately adjust the ~~Engineer's services, schedule for the Engineer's services, and the Engineer'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. ~~Reserved.~~

...

§ 2.1 The ~~Architect-Engineer~~ shall provide professional services as set forth in this Agreement. The ~~Architect-Engineer~~ 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. professionals within the scope of Basic Services. The scope of Basic Services to be provided by the Engineer includes those services and other deliverables as specified in Engineer's proposal dated [REDACTED] (the "Proposal"). The Proposal is incorporated into this Agreement by this reference. To the extent the Proposal conflicts with this Agreement, this Agreement controls.

§ 2.2 The ~~Architect-Engineer~~ 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 performing similar services for institutions with facilities of like size and kind, including but not limited to the skill and care necessary to cause all final Construction Documents prepared by Engineer or consultants of Engineer to be in compliance with all applicable laws, statutes, codes, ordinances, orders, rules and regulations of the governmental authority or authorities having jurisdiction over the Project; to be complete, detailed, and ready for bidding and construction, and to be free of errors or omissions. The Engineer 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-Engineer~~ shall identify a representative authorized to act on behalf of the ~~Architect-Engineer~~ with respect to the Project.

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

§ 2.5 The ~~Architect-Engineer~~ 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-Engineer normally maintains, upon notice by the Engineer and the subsequent written agreement of the parties, the Owner shall pay the Engineer as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the ~~Architect-Engineer~~ with policy limits of not less than ~~(\$)~~ one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The ~~Architect-Engineer~~ 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.

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§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) 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 Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the ~~Architect shall~~ Engineer shall by endorsement 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~~ Engineer's negligent acts or omissions. The additional insured coverage shall by endorsement be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The ~~Architect-Engineer~~ shall provide certificates of ~~insurance~~ insurance, declarations, policies, and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key

Guide Rating of at least A / XV. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the Owner prior to the cancellation, non-renewal or material modification of any such policies.

...

§ 3.1 The Architect's-Engineer's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services, architectural, structural, mechanical, plumbing, fire protection and electrical engineering services, and all other specialty services, if and to the extent required to provide a complete design for the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

§ 3.1.4 The Architect-Engineer shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's-written approval-Engineer's written approval. Notwithstanding, if Owner proposes to take such action without the Engineer's approval, and Engineer knows of such action and believes such action may be detrimental to the aesthetic, architectural, structural and/or functional aspects of the completed Project, the Engineer shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

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

§ 3.1.6 The Architect-Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Engineer shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary, and shall present such documentation to the Owner for review, approval and execution, if necessary. The Engineer shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.1.7 If the Owner indicates its interest in utilizing a construction manager with respect to the Project, the Engineer shall confer with the Owner to determine any adjustments needed to this Agreement based on the scope of services to be furnished by the construction manager.

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§ 3.2.1 The ~~Architect-Engineer~~ shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the ~~Architect's services.~~Engineer's services. The Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The ~~Architect-Engineer~~ 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~~ Engineer shall immediately, in writing, 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; and (3) any impact that the selected delivery method may have on the scheduled completion of the Project.

§ 3.2.3 The ~~Architect-Engineer~~ 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 the Project, including the feasibility of incorporating environmentally responsible design approaches. The Engineer 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-Engineer~~ 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 and based upon the Owner's then-current budget,~~ the Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

§ 3.2.6 The ~~Architect-Engineer~~ 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-Engineer~~ shall submit the Schematic Design Documents to the Owner, meet with the Owner to review Schematic Design Documents, and request the Owner's approval.

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§ 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-Engineer~~ shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, ~~mechanical-mechanical,~~ plumbing, fire protection and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

...

§ 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-Engineer~~ shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. ~~The Owner and Architect-~~The Construction Documents shall include all Drawings and Specifications required to obtain the construction permits and approvals of the governmental authority or authorities having jurisdiction over the Project. ~~The Owner and Engineer~~ 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-Engineer~~ shall review in accordance with Section 3.6.4.

§ 3.4.2 The ~~Architect-Engineer~~ 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-Engineer~~ shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal ~~forms; forms, with alternate bid requirements;~~ (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction (~~General, Supplementary and other Conditions~~). ~~The Architect as modified by the Owner or the Owner's attorney.~~ The Engineer shall also compile a project manual that includes the Owner-modified General Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ 3.4.5 The ~~Architect-Engineer~~ 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.

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

...

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

- .1 issuing statutory notice for bid and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;
- .3 in consultation with the Owner, 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 assisting the Owner with the Owner's conducting of the opening of the bids, assisting the Owner in determining the responsiveness of bids and investigating the responsibility of bidders, and subsequently documenting and distributing the bidding results, results and notice of award(s), as directed by the Owner.

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

...

§ 3.5.3.0 Section 3.5.3 and its subparts shall only apply if and to the extent Owner directs the Engineer that the Work, or portions thereof, may be procured by negotiated proposals instead of competitive bidding as otherwise required by law. Engineer shall follow the Owner's directions regarding the method of procurement for all portions of the Work.

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

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

§ 3.5.4 If the Engineer recommends that the Owner disqualify or reject a bidder or proposer, as the case may be, based upon a lack of responsiveness and/or responsibility, the Engineer shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing all evidence necessary to establish that the subject is not responsive and/or responsible. The Owner, upon the advice of the Engineer, will make any and all determinations as to the responsiveness and/or responsibility of bidders.

...

§ 3.6.1.1 The ~~Architect~~ Engineer 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 the Owner or the Owner's attorney and included in the Project Manual. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the ~~Architect's~~ Engineer's services under this Agreement unless the Owner and the ~~Architect~~ Engineer amend this Agreement.

§ 3.6.1.2 The ~~Architect~~ Engineer shall advise and consult with the Owner during the Construction Phase Services. The ~~Architect~~ Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The ~~Architect~~ Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the ~~Architect~~ Engineer 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 Documents, except if the Engineer fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Engineer shall be responsible for the Engineer'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 of the Work. During the Project, the Engineer shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Drawings or Specifications furnished by the Engineer that are found to contain any error or omission shall be promptly corrected by the Engineer at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.~~

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the ~~Architect's~~ Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the ~~Architect~~ Engineer properly issues the final Certificate for Payment.

...

§ 3.6.2.1 The ~~Architect~~ Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work

completed, and to ~~determine, in general, 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~~ Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the ~~Architect-Engineer~~ shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Engineer shall on a weekly basis attend and conduct construction meetings with the Contractor and Subcontractors. The Engineer shall on a weekly basis observe the site for the duration reasonably necessary to assure the Engineer that the Work is proceeding in accordance with the Contract Documents. The Engineer shall perform such site observations only with competent personnel and consultants who are experienced in such tasks and acceptable to the Owner.

On the basis of such on-site construction observation, the Engineer shall keep the Owner informed of the progress and quality of the Work and shall exercise due care and diligence to guard Owner against defects and deficiencies in the Work of the Contractor and the Subcontractors, and shall promptly report to the Owner any defects or deficiencies in any Work known to the Engineer. The Engineer shall submit a written field report to the Owner for each field visit. The Engineer during critical phases of construction shall have its consultants provide on-site observation to verify construction is in accordance with the Contract Documents. In such instances, the Engineer's consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Engineer and its specialty engineers, consultants, agents and officers shall promptly upon notice or discovery during the Construction Phase or thereafter make necessary revisions or corrections of errors, ambiguities or omissions in its Drawings and Specifications without additional costs to the Owner. The Engineer shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Engineer's failure to exercise the standard of care applicable to Engineer's services.

§ 3.6.2.2 The ~~Architect-Engineer~~ has the authority and responsibility to the Owner to reject Work that does not conform to the Contract Documents. Whenever the ~~Architect-Engineer~~ considers it necessary or advisable, the ~~Architect-Engineer~~ 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-Engineer~~ 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-Engineer~~ 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-Engineer~~ shall interpret and ~~decide matters~~ make recommendations to the Owner concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The ~~Architect's-Engineer'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~~ recommendations of the ~~Architect-Engineer~~ 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-Engineer~~ shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

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

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§ 3.6.3.1 The ~~Architect-Engineer~~ shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The ~~Architect's-Engineer's~~ certification for payment shall constitute a representation to the Owner, based on the ~~Architect's-Engineer's~~ evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, and based on the Engineer's exercise of professional care and skill that, to

the best of the ~~Architect's-Engineer's~~ knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents ~~upon Substantial Completion, Documents,~~ (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the ~~Architect-Engineer.~~

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

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

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§ 3.6.4.1 The ~~Architect-Engineer~~ shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The ~~Architect's-Engineer'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-Engineer's~~ professional judgment, to permit adequate review.

§ 3.6.4.2 The ~~Architect-Engineer~~ 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 to determine if the submittals conform to and are consistent with the Contract Documents.~~ Where appropriate, the Engineer's consultants shall review and approve submittals. 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-Unless otherwise indicated in such review, the Engineer's~~ review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The ~~Architect's-Engineer'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-Engineer~~ shall specify the appropriate performance and design criteria that such services must satisfy. The ~~Architect-Engineer~~ 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-Engineer.~~ The ~~Architect's-Engineer.~~ The Engineer'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-Engineer~~ 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 Engineer knows or reasonably should know that such submittals contain errors or omissions or do not conform to the Contract Documents.~~

§ 3.6.4.4 Subject to Section 4.2, the ~~Architect-Engineer~~ shall review and respond to requests for information about the Contract Documents. The ~~Architect-Engineer~~ shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall be made in a form approved by the Engineer and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The ~~Architect's-Engineer'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 deemed appropriate by the Engineer,~~ the Engineer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

~~§ 3.6.4.5~~ The ~~Architect-Engineer~~ shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents and shall regularly notify the Owner of same at progress meetings.

...

~~§ 3.6.5.1~~ The ~~Architect-Engineer~~ 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~~ The Engineer shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.5.1.1~~ The Engineer shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation. If necessary, the Engineer shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

~~§ 3.6.5.2~~ The ~~Architect~~ shall maintain records relative to changes in the Work. Engineer shall maintain records relative to changes in the Work and shall regularly notify the Owner of same at the construction progress meetings. The Engineer shall, at appropriate intervals, update the Construction Documents to incorporate all approved changes in the Work, and to create Record Drawings.

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~~§ 3.6.6.1~~ The ~~Architect-Engineer~~ shall:

...

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

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

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

~~§ 3.6.6.4~~ The ~~Architect-Engineer~~ 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-Prior to the expiration of one year from the date of Substantial Completion, the ~~Architect-Engineer~~ shall, without additional compensation, schedule and conduct a meeting with the Owner to review the facility operations and performance.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect-Engineer shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's-Engineer's responsibility, and the Owner shall compensate the Architect-Engineer as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect-Engineer is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. (Designate the Architect's-Engineer's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect-Engineer 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	[All TBD] Responsibility <i>(Architect, (Engineer, Owner, or not provided)</i>
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§ 4.1.1.10 <u>Architectural-Engineerural</u> interior design	
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...

§ 4.1.1.20 <u>Architect's-Engineer's</u> coordination of the Owner's consultants	
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...

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's-Engineer's responsibility is provided below. (Describe in detail the Architect's-Engineer'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-Engineer's Services documents that can be included as an exhibit to describe the Architect's-Engineer's Supplemental Services.)

[TBD]
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[TBD]

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect-Engineer 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-Engineer as provided in Section 11.2.

§ 4.2 Architect's-Engineer's Additional Services

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

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

...

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; (Deleted and included in Basic Services);
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; (Deleted and included in Basic Services);

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the ~~Architect-Engineer~~ is party thereto;
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;(Deleted and included in Basic Services);~~
- ...
- .11 Assistance to the Initial Decision Maker, if other than the ~~Architect-Engineer~~.

§ 4.2.2 To avoid delay in the Construction Phase, the ~~Architect-Engineer~~ shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. ~~If, upon receipt of the Architect's the need, and invoice the Owner at rates that shall not exceed the hourly rates contained in the Proposal. If, upon receipt of the Engineer'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-Engineer of the Owner's determination. The Owner shall compensate the Architect-Engineer for the services provided prior to the Architect's Engineer's receipt of the Owner's notice.~~

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the ~~Architect;Engineer;~~
- ...
- .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;(Deleted and included in Basic Services);~~
- .4 Evaluating an extensive number of Claims if and to the extent Engineer is serving as the Initial Decision Maker; or,
- .5 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD (TBD) visits to the site by the ~~Architect-Engineer~~ during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD (TBD) months of the date of this Agreement, through no fault of the ~~Architect~~, ~~extension of the Architect's services beyond that time shall Engineer, extension of the Engineer's services beyond that time shall, upon the subsequent written agreement of the parties,~~ be compensated as Additional Services.

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§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Engineer and provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.as requested by the Engineer in writing and reasonably necessary for the Engineer to perform its services.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the ~~Project~~. Project, subject to the extent expressly permitted by applicable law and the Owner's rules, policies, and practices. The Owner shall render decisions and approve the ~~Architect's-Engineer's~~ properly submitted submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the ~~Architect's-Engineer's~~ services.

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

§ 5.5 The Owner shall ~~furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations upon reasonable advance written request of the Engineer directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services, or authorize and direct the Engineer to furnish them as Additional Services, when such services are reasonably required by the scope of the Project and to the extent not included in Engineer's services hereunder.~~ The Engineer shall assist with soliciting proposals and provide recommendations for the terms of such agreements as necessary.

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

§ 5.9 The Owner ~~shall~~ shall, upon the Engineer's request, 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.

...

§ 5.11 The Owner shall use reasonable efforts to provide prompt written notice to the Architect-Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service-Engineer's Instruments of Service; provided that the failure of the Owner to provide such notice shall not waive any of Owner's rights or remedies under this Agreement or otherwise.

§ 5.12 The Owner ~~shall~~ may include the ~~Architect-Engineer~~ in all communications with the Contractor that relate to or affect the ~~Architect's-Engineer's~~ services or professional responsibilities. The Owner ~~shall~~ may promptly notify the ~~Architect-Engineer~~ 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-Engineer's~~ consultants shall be through the ~~Architect-Engineer~~.

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

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

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

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the ~~Architect-Engineer~~ and shall include contractors' general conditions costs, overhead and profit. To the extent the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the ~~Architect-Engineer~~; 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. The Cost of the Work does not include Work for which the Engineer has performed designs, specifications or drawings designs as an Additional Service. Instead, the Engineer's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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, Engineer,~~ represent the ~~Architect's-Engineer's~~ judgment as a design professional. It is recognized, however, that neither the ~~Architect-Engineer~~ 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-Engineer~~ 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-Engineer~~.

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect-Engineer~~ shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The ~~Architect's-Engineer'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, Engineer,~~ the Procurement Phase has not commenced within 90 days after the ~~Architect-Engineer~~ 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-Engineer's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the ~~Architect-Engineer~~ shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the ~~Architect-Engineer~~ in making such adjustments.

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

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect shall~~ Engineer shall, without additional compensation and as a part of Basic Services, 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-Engineer~~ to modify the Construction Documents and rebid the Project 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 Work~~, the Engineer's services for modifying the Construction Documents shall be without additional compensation. In any event, the ~~Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6 and rebidding the Project shall be without additional compensation.~~

...

§ 7.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants are Instruments of Service for use solely with respect to this Project. Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Engineer hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service. Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Engineer and the Engineer's consultants.

§ 7.1 The ~~Architect-Engineer~~ 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. Reserved.

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

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

§ 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. Reserved.

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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. Causes of action by the parties to this Agreement pertaining to the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois 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.~~ Reserved.

§ 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. Reserved.

...

§ 8.2.1 ~~Any~~ In the sole discretion of the Owner, 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. may be subject to mediation on the written demand of the Owner. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect Engineer's services, the Engineer 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.

§ 8.2.2 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. Reserved.

§ 8.2.3 ~~The~~ If the Owner demands mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. The Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

[] ~~Arbitration~~ X] In the Owner's sole discretion, and upon written demand by the Owner, arbitration pursuant to Section 8.3 of this Agreement ~~Agreement, and otherwise, litigation in a court of competent jurisdiction~~

...

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

...

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, ~~Owner demands arbitration as provided above in Section 8.2.4, 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 in accordance with the American Arbitration Association in accordance with its Association's 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, by the Owner to the Engineer, and filed with the person or entity administering the arbitration. If no such person or entity is selected at the time of the Owner's demand, promptly after Owner serves such demand on the Engineer, the parties shall meet and agree upon an arbitrator. If no such agreement results within fourteen days after the demand, then one or both of the parties may submit the case to the American Arbitration for selection of an arbitrator in accordance with Rule 14 of the AAA's Construction Industry Rules and Mediation Procedures in effect on the date of this Agreement, and further proceedings in accordance with such rules.~~

§ 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 by the Owner shall not 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 the Engineer's receipt of the Owner's written demand for arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, at the sole option of the Owner, 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.

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§ 8.3.4.3 The Owner and ~~Architect~~ Engineer 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~~ Engineer under this Agreement.

...

§ 8.5 In addition to the other rules applicable to any arbitration hereunder, the following shall apply if the Owner elects arbitration:

.1 Promptly after the impaneling of the arbitrator, the arbitrator shall establish a procedure for each party to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law, along with appropriate responses thereto;

.2 All parties to the arbitration shall be entitled to reasonable discovery procedures as provided by the Illinois Code of Civil Procedure and Illinois Supreme Court Rules;

.3 The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein. Similarly, the scope of discovery, and the extent of proceedings hereunder relating to discovery, shall be consistent with the parties' intent that the arbitration be conducted as expeditiously as possible.

§ 8.6 In the event of any litigation or arbitration between the parties to this Agreement, the Engineer shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

§ 9.1 If the Owner fails to make payments to the ~~Architect-Engineer~~ for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner 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 ~~Prior to such suspension, the Engineer shall give seven days' written notice to the Owner before suspending services.~~ Owner. In the event of a suspension of services, the ~~Architect-Engineer~~ 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-Engineer~~ all sums due prior to suspension and ~~any expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's for services and expenses properly rendered and incurred. The Engineer's fees for the remaining services and the time schedules shall be equitably ~~adjusted-adjusted if such suspension exceeds thirty (30) days.~~

§ 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. Reserved.

§ 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. Reserved.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven-fourteen~~ 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~~ Engineer 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,~~ the Owner shall compensate the Engineer 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, and Reimbursable Expenses properly incurred.

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

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None

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

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall ~~terminate-expire~~ one year from the date of Substantial Completion. Such expiration shall not affect rights under this Agreement that have accrued at the time of expiration or may later accrue.

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

...

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

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

§ 10.3 The Owner and ~~Architect~~Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the ~~Architect~~Engineer 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.Project.

§ 10.4 If the Owner requests the ~~Architect~~Engineer to execute certificates, the proposed language of such certificates shall be submitted to the ~~Architect~~Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the ~~Architect~~Engineer to execute consents reasonably required to facilitate assignment to a lender, the ~~Architect~~Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the ~~Architect~~Engineer for review at least 14 days prior to execution. The ~~Architect~~Engineer 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~~Engineer.

§ 10.6 Unless otherwise required in this Agreement, the ~~Architect~~Engineer 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~~Upon Engineer's receipt of prior written consent from the Owner, the Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Architect's~~Engineer's~~ promotional and professional materials. The ~~Architect~~Engineer shall be given reasonable access to the completed Project to make such representations. ~~However, the Architect's such representations if such consent is granted. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect or any other information prohibited by law from disclosure. The Owner may provide professional credit for the Engineer in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination or expiration 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~~The Engineer shall maintain the confidentiality of all information in its possession regarding the Project and this Agreement, and shall require similar agreements with its consultants to maintain the confidentiality of all information regarding the Project and this Agreement. Engineer 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 or expiration of this Agreement.

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

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§ 10.10 The Engineer shall indemnify and hold the Owner, its Board of Education, individual board members, officers, directors, agents, and employees (collectively, "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorneys' fees and court costs, that one or more of the Indemnitees may incur, to the extent caused by the Engineer's negligence or breach of this Agreement.

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

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

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[TBD]

...

[TBD]

...

[TBD]

...

§ 11.2 For the ~~Architect’s~~ Engineer’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~~ Engineer as follows:

...

[TBD]

...

§ 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 subject to the requirements for written pre-approval by Owner as provided in Article 4,~~ the Owner shall compensate the Engineer as follows:

...

At the hourly rates contained in the Proposal.

§ 11.4 Compensation for Supplemental and Additional Services of the ~~Architect’s~~ Engineer’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the ~~Architect~~ plus—Engineer plus zero percent (0 %), or as follows:

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

...

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

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§ 11.6.1 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-Engineer~~ 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-Engineer~~ and the ~~Architect's-Engineer's~~ consultants are set forth below. The rates shall be adjusted in accordance with the ~~Architect's and Architect's-Engineer's~~ and ~~Engineer's~~ consultants' normal review practices.

...

[TBD]

...

[TBD]

...

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

...

- .8 If required by the Owner, and with the Owner's prior written approval, the ~~Architect's-Engineer'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-Engineer's~~ consultants;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the ~~Architect-Engineer~~ and the ~~Architect's-Engineer's~~ consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses shall not exceed \$[TBD].

§ 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.)

Reserved.

§ 11.10 Payments to the ~~Architect~~Engineer

...

§ 11.10.1.1 An No initial payment of ~~(\$)~~ 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. ~~Reserved.~~

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§ 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.)~~ shall be processed in accordance with the 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. ~~Reserved.~~

§ 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. Engineer shall retain such records for three (3) years from the date of termination or expiration of this Agreement.

...

None.

...

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

...

- .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.)~~

...

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christopher R. Gorman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:34:16 ET on 06/09/2023 under Order No. 2114337284 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)