

# MEMO

TO: Dr. Jonathan Bullock, President

FROM: Greg Nuxoll, Vice President Business Services

CC:

DATE: April 18, 2022

RE: Approval of Agreement with Architect of Record

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The College would like to engage an Architecture Firm to serve as the College's exclusive architect for architectural professional services for College related project.

A Request for Qualifications (RFQ) was published in the appropriate news media in the Fall of 2021. At the same time, the College formed a selection committee consisting of the following College employees:

- o Dr. Josh Bullock, President
- o Greg Nuxoll, VP of Business Services
- o Scott Rawlings, Director of Physical Plant
- o Chris Strohl, Dean of Workforce Solutions and Community Education
- o Kimberly Wellbaum, Facilities Coordinator to the Physical Plant Operations

Ultimately, the College received nine proposals from very qualified firms from Central Illinois, Chicago and the St. Louis area. The selection committee met and narrowed the list to four firms. The final four firms were the Farnsworth Group, Champaign, Illinois, Hurst Rosche, Inc. of Hillsboro, IL, FGM Architects of Chicago, IL and Bailey Edward of Champaign, IL.

Once the committee decided on the final four firms, the finalists each presented to the selection committee as to why their respective firm should be selected by Lake Land College as the College's architectural firm.

After the presentations, the selection committee favored the firm of Bailey Edward of Champaign, IL. The firm's presentation illustrated their significant work in the educational space and the team enjoyed the interactions with the presenters. The AIA Document B121 – Standard Form of Master Agreement between Owner and Architect was negotiated and vetted by the College with the help of Robbins Schwartz, our legal counsel.

As you may recall, in February 2022 the Board of Trustees granted approval for the administration to engage Bailey Edward as the College's architect of record. I am now seeking approval to sign the AIA Document B121 - Standard Form of Master Agreement between Owner and Architect, with Bailey Edward of Champaign, Illinois as the College's architect.

# DRAFT AIA® Document B121™ – 2018

## **Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders**

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

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

Board of Trustees of Lake Land College  
5001 Lake Land Blvd.  
Mattoon, Illinois 61938  
Telephone Number: (217) 234-5222

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

Bailey Edward  
1103 S. Mattis Ave.  
Champaign, Illinois 61821  
Telephone Number: (217) 866-1973

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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### ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement”).

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

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

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

Lake Land College President or the President’s designee  
5001 Lake Land Blvd.  
Mattoon, Illinois 61938  
Telephone Number: (217) 234-5222

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

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

Karla J. Smalley, AIA  
Associate Principal  
Bailey Edward  
1103 S. Mattis Ave.  
Champaign, Illinois 61821  
Telephone Number: (217) 866-1973  
[ksmalley@baileyedward.com](mailto:ksmalley@baileyedward.com)

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

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

## ARTICLE 2 SERVICE ORDERS

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

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

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

## ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects educational 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 Architect or consultants of Architect to be in reasonable 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 reasonably complete, detailed, and ready for bidding and construction. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

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

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, upon notice by the Architect and the subsequent written agreement of the parties, the Owner shall pay the Architect as set forth in Section 109.4.

§ 3.3.1 Coverage limits. For each Service Order, Architect shall seek Owner's written confirmation that the coverage identified herein is sufficient considering the project scope and budget.

### .1 General Liability

—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 Automobile Liability

—Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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.

**.3 Workers' Compensation**

At statutory limits.

**.4 Employers' Liability**

Employer's 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.

**.5 Professional Liability**

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Four Million Dollars » (\$ « 4,000,000.00 » ) per claim and « Four Million Dollars » (\$ « 4,000,000.00 » ) in the aggregate.

**.6 Umbrella Policy**

To be determined based on the scope of the Service Order.

**§ 3.3.2 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect 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 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.

**§ 3.3.3** The Architect shall provide certificates of insurance, declarations, policies, and endorsements to the Owner that evidence compliance with the requirements in this Section 3.3. 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.

**§ 3.4** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. After the Architect has reviewed such services and any information provided by Owner and Owner's consultants, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.5** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect 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 Architect shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

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

**§ 3.7** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect 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 Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.8 If the Owner indicates its interest in utilizing a construction manager with respect to the Project, the Architect 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.

### § 3.9 Schematic Design Phase Services

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

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

§ 3.9.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches if requested by the Owner. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.9.5 Based on the Owner's approval of the preliminary design, and based upon the Owner's then-current budget, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, 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.

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

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

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

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

### § 3.10 Design Development Phase Services

§ 3.10.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, 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.

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

§ 3.10.3 The Architect 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.

### § 3.11 Construction Documents Phase Services

§ 3.11.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall 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 Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.13.4.

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

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

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

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

### § 3.12 Procurement Phase Services

#### § 3.12.1 General

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

#### § 3.12.2 Competitive Bidding

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

§ 3.12.2.2 The Architect 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.

§ 3.12.2.3 The Architect shall submit to Owner's attorneys for review and approval of all template front end specifications including agreements and template general conditions for review and approval at the commencement



of the first Project under this Agreement. Thereafter only non-standard front end specifications and general conditions will require Owner approval before issuance.

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

§ 3.12.2.5 The Architect shall review and evaluate each bid, and shall recommend to the Owner the lowest responsive bidder. If requested by the Owner, the Architect shall notify all prospective bidders of the bid results. If the Architect recommends that the Owner disqualify or reject a bidder, the Architect shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing evidence necessary to establish that the subject bidder is not responsive. The Owner, upon the advice of the Architect, will make any and all determinations as to the responsiveness of bidders.

### § 3.12.3 Negotiated Proposals

§ 3.12.3.1 Section 3.12.3 and its subparts shall only apply if and to the extent Owner directs the Architect that the Work, or portions thereof, may be procured by negotiated proposals instead of competitive bidding as otherwise required by law. Architect shall follow the Owner's directions regarding the method of procurement for all portions of the Work.

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

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

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

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

§ 3.12.4 If the Architect 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 Architect 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 Architect, will make any and all determinations as to the responsiveness and/or responsibility of bidders.

### § 3.13 Construction Phase Services

#### § 3.13.1 General

§ 3.13.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by 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 services under this Agreement unless the Owner and the Architect amend this Agreement.

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



over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Drawings or Specifications furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

**§ 3.13.1.3** Except as provided in Section 3.13.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect properly issues the final Certificate for Payment.

**§ 3.13.1.4** The Architect shall promptly make corrections to the Construction Documents, at no cost to the Owner, if any errors, omissions, or ambiguities by the Architect or its consultants are discovered during the Construction Phase.

**§ 3.13.1.5** The Architect shall, as appropriate for the state of construction, attend and conduct periodic progress meetings which shall include the Owner, the Architect, and appropriate prime contractors. Unless otherwise stated in the Service Order, the Architect shall record the meetings in written meeting minutes, which shall be distributed for review. Comments on the published meeting minutes shall be discussed as part of the following progress meeting. Each progress meeting shall cover, at a minimum, progress, new and old business, and quality. Notwithstanding, it is anticipated that the Contractor shall have separate meetings for its own purposes of planning and coordinating its own work.

### **§ 3.13.2 Evaluations of the Work**

**§ 3.13.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Architect shall, as appropriate for the stage of construction, attend construction meetings with the Contractor and Subcontractors. The Architect shall on a weekly basis observe the site for the duration reasonably necessary to assure the Architect that the Work is proceeding in accordance with the Contract Documents. The Architect 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 Architect shall keep the Owner informed of the progress and quality of the Work and shall exercise due care and diligence to advise 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 Architect. The Architect shall submit a written field report to the Owner for each field visit. The Architect 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 Architect's consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect 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 Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

**§ 3.13.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the

Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.13.2.3 The Architect 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 Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

### § 3.13.3 Certificates for Payment to Contractor

§ 3.13.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.13.2 and on the data comprising the Contractor's Application for Payment, and that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to Final Completion, and (4) specific qualifications expressed by the Architect.

§3.13.3.1.1 The Construction Documents shall provide that each Contractor submit a schedule of values prior to commencing its Work. The schedule of values, among other things, shall be used by the Architect as a basis for evaluating the applications for payment.

§3.13.3.1.2 The Architect shall determine whether Contractor's contractual prerequisites to payment have been satisfied for each Application for Payment; such as submission of Certified Payrolls, submission of Schedule of Values and submission of Lien Waivers properly executed by Subcontractors.

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

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

### § 3.13.4 Submittals

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

§ 3.13.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, to determine if the submittals conform to and are consistent with the Contract Documents. Where appropriate, the Architect'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 Architect's review shall not constitute approval of

safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

**§ 3.13.4.4** Subject to Section 4, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall be made in a form approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If deemed appropriate by the Architect, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### **§ 3.13.5 Changes in the Work**

**§ 3.13.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

### **§ 3.13.6 Project Completion**

**§ 3.13.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 if when deemed appropriate by the Architect, 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 Architect, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 109.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization 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 Architect is party thereto;
- .9 (Deleted and included in Basic Services); or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.3 To avoid delay in the Construction Phase, the Architect 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 Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 (Deleted and included in Basic Services);
- .4

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- .2 « One » ( « 1 » ) visit on average per week to the site by the Architect during construction, unless otherwise provided in the Service Order.
- .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.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall consult with the Architect and provide information in a timely manner regarding requirements for and limitations of each Service Order, as requested by the Architect in writing and reasonably necessary for the Architect to perform its services.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

§ 5.7 The Owner shall upon reasonable advance written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services, or authorize and direct the Architect 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 Architect's services hereunder. The Architect shall assist with soliciting proposals and provide recommendations for the terms of such agreements as necessary.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement and any Service Order, 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 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; 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 Architect has performed designs, specifications or drawings designs as an



Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

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

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

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

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

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

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

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall, 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 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 Architect'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 Architect and the Architect'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 Architect 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 Architect and the Architect's consultants.



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

§ 7.2 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 7.2. The terms of this Section 7.2 shall not apply if the Owner rightfully terminates this Agreement for cause.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, shall be deemed to have accrued, and the applicable statutes of limitation and repose shall operate, as provided by Illinois law.

### § 8.2 Mediation

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

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

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

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

Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 8.3 The provisions of this Article 8 shall survive the termination of a Service Agreement.

§ 8.4 In the event of any litigation between the parties to this Agreement, the Architect shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court, tribunal, or jury determines the Owner is the

prevailing party. The Architect's liability for any attorneys' fees and court costs will only be in proportion to the court, tribunal or jury's determination of fault.

## ARTICLE 9 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with a Service Agreement, such failure shall be considered cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. Prior to such suspension, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension for services and expenses properly rendered and incurred. The Architect'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 a Service Agreement upon not less than fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 9.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

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

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

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

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

.1 Termination Fee:

« »

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

« »

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 7 and Section 10.5 of this Master Agreement.

## ARTICLE 10 COMPENSATION

§ 10.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 10.

§ 10.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A

**Employee or Category**

**Rate (\$0.00)**

§ 10.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit A

#### § 10.4 Compensation for Reimbursable Expenses

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

- .1 Reserved;
- .2 Reserved;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Standard printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Reserved;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Reserved; and
- .11 Other similar Project-related expenditures.

§ 10.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero» percent («0» %) of the expenses incurred. Reimbursable expenses shall not exceed any amount set forth in the Service Order.

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

#### § 10.5 Payments to the Architect

##### § 10.5.1 Progress Payments

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

§ 10.5.1.2 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Architect shall retain such records for three (3) years from the date of termination or expiration of this Agreement.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Each Service Agreement shall be governed by the law of the State of Illinois, including, without limitation, Illinois Civil Procedure with respect to consolidation of legal proceedings as well as claims for tort contribution, indemnification, and/or breach of contract.

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

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

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

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

§ 11.6 Upon Architect's receipt of prior written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations if such consent is granted. However, the Architect's materials shall not include the Owner's confidential or proprietary information or any other information prohibited by law from disclosure. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 11.6 shall survive the termination or expiration of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 9.4.

§ 11.7 The Architect shall reasonably maintain the confidentiality of all information in its possession regarding the Project and this Agreement, and shall require similar agreements with its consultants to reasonably maintain the confidentiality of all information regarding the Project and this Agreement. Architect shall keep such information reasonably confidential and shall not disclose it to any other person except as set forth in Section 11.7. If the Owner receives information specifically designated as "confidential" or "business proprietary," the Owner may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants, attorneys, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, attorneys, and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 11.7. This Section 11.7 shall survive the termination or expiration of this Agreement.

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

§ 11.9 The Architect shall indemnify and hold the Owner, its Board of Trustees, 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 Architect's negligence. Architect's indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect under the Illinois Workers' Compensation Act.

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

## ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

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

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

- .1 AIA Document B121™-2014, Standard Form of Master 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 Master Agreement.)*

« »

- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Master Agreement.)*

« Exhibit A – Billable Hourly Rates »

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

Architect's proof of insurance as required by Section 3.3

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

\_\_\_\_\_  
OWNER (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

«Ellen B. Dickson, President»« »

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

**Bailey Edward A/E/I  
2021 Billing Rates**

<b>Billing Title</b>	<b>Rates</b>
CEO/President	275
Managing Principal	265
Director of Operations	210
Director of Design	205
Senior Project Designer	175
Project Designer	115
Senior Project Manager	155
Project Manager	135
Senior Architect	155
Architect Level III	125
Architect Level II	110
Architect Level I	95
Sr Architectural Staff (Unlicensed)	130
Architectural Staff Level III (Unlicensed)	115
Architectural Staff Level II (Unlicensed)	100
Architectural Staff Level I (Unlicensed)	90
Recent College Graduate (Non-licensed)	70
Architectural Intern (non-Graduate)	45
Senior Interior Designer	145
Interior Designer Level III	115
Interior Designer Level II	110
Interior Designer Level I	80
Entry-Level Interior Design	70
Specifications Writer	140
Design Technology Manager	140
Design Technology Specialist II	105
Design Technology Specialist I	85
Director of Engineering	220
Electrical Engineer	155
Mechanical Engineer	125
Electrical Designer	105
Mechanical Designer W/Cert	125
Mechanical Designer	80
Mechanical Engineer Drafter	50
Branch Manager/Construction Observer	150
Contracts Administrator	80
Contracts Manager	95
Contracts Specialist	75
Administrative Assistant	65