

Oak Park and River Forest High School District 200

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education
FROM: Tod Altenburg, Chief School Business Official
DATE: October 14, 2015
RE: Approval of Contract Amendment #7 with Legat Architects

BACKGROUND:

Legat Architects have been instrumental in preparing drawings, editing and revising blueprints, and attending and participating in planning meetings in addition to Board of Education meetings related to the Swimming Pool and Aquatics Center project.

SUMMARY OF FINDINGS:

Attached are three documents pertaining to Legat Architects and its firm's involvement in the Swimming Pool and Aquatics Center Project: (1) The Contract Amendment, (2) The A/E Fee Calculation Sheet, and (3) The Original AIA Standard Form of Agreement between owner (OPRFHS) and the architect (Legat) that is in place.

The first document, the only one that requires board approval, is titled "Contract Amendment 7". This specifically identifies Legat's role in the Swimming Pool and Aquatics Center Project. Here are the important highlights:

The Architect will provide architectural services for the Construction of a two story approximately 49,800 SF Aquatic Center, with a Bridge Element to Connect to the Existing Building, Demolition of the Existing Parking Garage, and necessary on-site improvements and renovations of the existing structure.

Occupancy is anticipated within 36 months of Approval by the Board of Education depending upon expediency of the permit from Illinois Department of Public Health (IDPH).

At this time a Fall 2018 occupancy is achievable.

The projected Cost of Work is currently estimated at \$22,444,623. This projection does not include Costs related to escalation, design contingency, District direct costs, or the cost of the Construction Manager's reimbursable costs related to project. The cost of these items is currently estimated at \$8,934,732.

The architects' compensation will be 7.43% of the work and will include the following services:

- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Technology and Low Voltage Electrical Engineering
- Pool Engineering and Design Services

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The architect will receive additional services for design and engineering services required for off-site improvements and the time related to potential attendance of the architect and consultants at zoning, plan commission meetings and preparation of additional documentation for permitting. The architect will not bill for attendance at the District's Board and Committee Meetings necessary as part of the project.

The A/E Fee Calculation Sheet and the original AIA Standard Form of Agreement are included for the Board's reference and merely as information only. They do not require Board approval.

Ken Florey, attorney for the OPRFHS D200 from the firm Robbins Schwartz, will be in attendance for the October 14, 2015 Special Board of Education Meeting to answer any questions relative to the Legat Architects Contract Amendment #7.

NEXT STEP:

For the Board of Education to approve the Legat Architects Contract Amendment #7 subject to final attorney review.

Contract Amendment Number 7

AGREEMENT	AIA B101-2007 Standard Form of Agreement Between Owner and Architect executed March 2, 2011
OWNER	Oak Park & River Forest High School District 200 201 North Scoville Avenue, Oak Park Illinois 60302
ARCHITECT	Legat Architects, Inc. 2015 Spring Road, Suite 175, Oak Brook, Illinois 60523
PROJECT TITLE	OPRFHS Aquatic Center Design and Construction Administration Services
DATE	October 11, 2015

Mr. Altenburg:

Pursuant to your request, Legat Architects ("Architect") is pleased to have the opportunity to continue to provide professional architectural services to Oak Park & River Forest High School District 200 ("Client") for the Demolition of the Existing Parking Structure, Site Improvements, Renovation and the New Aquatic Center. The purpose of this letter is to summarize the proposed scope of work and the professional services to be provided under Contract Amendment Number 7 (AIA G802-2007) to the Standard Form of Agreement Between Owner and Architect (AIA B101-2007) ("Agreement").

1.0 Project Parameters:

- Project Objective:

Utilizing the findings of the aquatic center feasibility study and the program verification prepared by Legat Architects, the Architect will provide architectural services pursuant to the approved AIA B101 Owner Architect Agreement for the Construction of a two story approximately \$ 49,800 SF Aquatic Center, with a Bridge Element to Connect to the Existing Building, Demolition of the Existing Parking Garage, and necessary on-site improvements and renovations of the existing structure. The Client will contract with a Construction Manager who is "at risk" for pre-construction and construction services. Occupancy is anticipated within 36 months of Approval by the Board of Education depending upon expediency of the permit from IDPH. At this time a Fall 2018 occupancy is achievable.

- Physical Parameters:

Demolition of the existing parking structure at Lake Street and Scoville Avenue in Oak Park Illinois, Construction of a new Aquatic Center on the same site which is estimated to be

49,800SF. Project will include a bridge connecting element and necessary renovation to provide accessibility to the Aquatic Center from the existing building.

- Budget Parameters:

The Cost of Work will be based on the actual expenditure upon completion of the project, estimates of the projected Cost of Work will be the basis of the Architects monthly billings. The projected Cost of Work is currently estimated at \$22,444,623.00. This projection does not include Costs related to escalation, design contingency, Client direct costs, or the cost of the Construction Manager's reimbursable costs related to project. The cost of these items is currently estimated at \$ 8,934,732.00. The Architect will not consider the cost of the Construction Manager's insurance and bonds as a part of the Cost of the Work.

If the Client approves expenditure of these funds as part of the Cost of Work as defined in the approved AIA B101 Owner-Architect Agreement the Architect's fee will be adjusted accordingly. The architect will not receive a fee related to the Construction Manager's Pre-Construction Services, or any costs related to unspent contingencies, reimbursables or direct costs not identified as part of the Cost of Work. The Architect will not receive a fee based upon the Clients cost to purchase the existing parking structure.

2.0 Architect's Scope of Service:

- Professional Architectural Services shall be in accordance with the *Owner – Architect Agreement* and as modified by the attached AIA G802-2007 Amendment to the Professional Services Agreement.

3.0 Schedule:

- Legat Architects proposes the following schedule:

3..1	Authorization to Proceed:.....	TBD
3..2	Schematic Design Phase Complete:	TBD
3..3	Design Development Phase Complete:.....	TBD
3..4	Construction Documents Phase Complete:	TBD
3..5	Building Permit Submission Process:.....	TBD
3..6	Bidding Phase:	TBD
3..7	Construction Phase:	TBD

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Contract Addendum #7

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- The schedule is subject to decisions made in timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.0 Deliverables:

- Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

5.0 Compensation:

- The Client will compensate the Architect in accordance with the terms of the Agreement. The Agreement indicates compensation is on a percentage of the Cost of Work, billable monthly on a percentage of completion. The proposed percentage fee is 7.43 percent of the cost of the work. The fee will be reduced by the fee previously billed for Program Verification Services of \$ 11,800.00. Thus the equivalent fee percentage at this time is 7.38%.
- The architect will be responsible to contract with for the following consulting services and include in the base cost for these services as part of the above noted compensation:
 - Civil Engineering
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering
 - Plumbing Engineering
 - Technology and Low Voltage Electrical Engineering
 - Pool Engineering and Design Services
- The architect will receive additional services for design and engineering services required for off-site improvements and the time related to potential attendance of the architect and consultants at zoning, plan commission meetings and preparation of additional

documentation for permitting. The architect will not bill for attendance at the Client's Board and Committee Meetings necessary as part of the project.

- The Architect will not receive a fee related to the Construction Manager's Pre-Construction Services, or any costs related to unspent contingencies, reimbursables or direct costs not identified as part of the Cost of Work. The Architect will not receive a fee based upon the Client's cost to purchase the existing parking structure.
- Compensation for Alternates not included in the Contract for Construction shall be billed at 80% of the total cost of the Alternates. Compensation for Change Orders shall be at the same percentage and based on the construction cost of the change order.
- The Client will be responsible to contract with services for Surveying, Geotechnical Engineering, testing and design services related to Hazardous Materials, and Specialty Consultants if required.
- Reimbursable Expenses will be in addition to the Architect's compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects.

Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.10 times.

Postage and delivery charges for bid documents and materials requested by the Client or required by authorities having jurisdiction shall be invoiced at 1.10 times.

Specialty consultants to provide acoustical engineering, boundary and topographic surveys and construction materials testing will be invoiced at 1.10 times.

Other specialty consultants as approved by the Client will be invoiced at 1.15 times.

6.0 Client's Responsibilities:

- 6.1 The Client will provide access to the project site and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions.

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6.2 The Client will designate a representative authorized to act on the Client's behalf with respect to the Project. The authorized representative will be selected by the Owner. The Representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

7.0 Miscellaneous Provisions:

7.1 Unless otherwise provided in this Agreement, the Architect and Architect's consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

7.2 Estimates of Probable Cost will be completed by the Client's Construction Manager, the Architect will be allowed to rely on the accuracy of these estimates however, will be responsible to review the individual line items, and develop options to bring the project back to budget at the end of each phase of work.

Accepted by: _____
Patrick Brosnan, AIA LEED B+C
Legat Architects, Inc.
Principal | President

Accepted by: _____
Jeff Weissglass
President Board of Education
Oak Park & River Forest High School

EC Berardo DeSimone, Legat Architects, Inc.
 Robert Wroble, Legat Architects, Inc.

A/E Fee Calculation

OWNER Oak Park & River Forest High School 200
 PROJECT TITLE **2015 Aquatic Center**
 PROJECT NUMBER -
 LAST UPDATED October 11, 2015

CONSTRUCTION COSTS			A/E FEE
TRADE PACKAGE	TRADE CONTRACTOR	CONTRACT AMOUNT	PERCENTAGE OF TRADE CONTRACTS 7.43%
Total Direct Costs		\$22,444,623.00	
TRADE CONTRACTOR COSTS		\$22,444,623.00	
TRADE CONTRACTOR COSTS EXCLUDING ABATEMENT		\$22,444,623.00	\$1,667,635

UNACCEPTED ALTERNATES			A/E FEE CREDIT
ALTERNATE NUMBER	DESCRIPTION	VALUE OF ALTERNATE	7.43% x 75% -5.57%
		\$0	\$0

CONSTRUCTION COSTS			A/E FEE
	HENRY BROTHERS COSTS	VALUE	PERCENTAGE OF TRADE CONTRACTS 7.43%
	C.M. Fee 2.50%	\$561,116.00	\$41,691
	General Liability Insurance 1.20%	\$269,335.00	n/a
	Bonds 0.87%	\$195,268.00	n/a
	General Conditions 12.41%	\$2,784,452.00	\$206,885
	Pre-Construction Services 1.37%	\$308,079.00	n/a
	Reimbursable Expenses	\$0.00	n/a
	TOTAL C.M. COSTS	\$4,118,250	\$248,576

A/E FEES	\$1,916,211
A/E FEES - CREDIT FOR UNACCEPTED ALTERNATES	\$0
A/E REIMBURSABLES (PRINTING, SURVEY) - CURRENTLY IN OWNER COSTS	\$0
TOTAL A/E COSTS	\$1,916,211

PEKRON PROFESSIONAL SERVICES	\$0
PEKRON REIMBURSABLES	\$0
TOTAL OTHER PROFESSIONAL COSTS	\$0

PROJECT SUB-TOTAL	\$28,479,084
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ESTIMATED OWNER COSTS	\$8,934,732
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TOTAL PROJECT COST WITHOUT AE FEES	\$35,497,605
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TOTAL PROJECT COST	\$37,413,816
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AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and ~~year~~ year)

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

| Oak Park and River Forest High School District 200

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

| Legat Architects
2015 Spring Road, Suite 175
Oak Brook, Illinois 60523

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

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

| Blanket Agreement for all work directed by Owner and as more specifically described per project on AIA 6802 – 2007.

The Owner and Architect agree as follows.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in ~~optional~~ approved Amendment example Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

See attached Exhibit A which is incorporated into this Agreement.

- .2 Substantial Completion date:

See attached Exhibit A which is incorporated into this Agreement. § 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

~~§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.~~

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§ 1.4 The Owner is engaging a Construction Manager in an "at risk" capacity. All references in this Agreement to "Contractor" shall also mean "Construction Manager."

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances~~ circumstances performing architectural services for school districts. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No other provision of this Agreement (or any document incorporated herein, or of any document binding upon the parties) shall be effective to the extent that it abridges or abrogates the standard of care set forth in this Section, regardless of the apparent specificity of the modifying provision.

§ 2.2.1 The Architect shall engage sub-consultants for portions of the Services as deemed necessary by the Architect. All services, whether performed by the Architect directly, or by sub-consultants shall be performed with the same standard of care provided in Section 2.2 of this Agreement.

§ 2.2.2 The Architect shall perform all Services in accordance with the professional standard of care relative to all applicable federal and state laws, as well as rules, regulations and specifications adopted by the Illinois State Board of Education, the Illinois Department of Public Health, and any other agency with authority over the construction or rehabilitation of school facilities.

§ 2.3 ~~The Prior to commencement of services hereunder, the~~ Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Agreement:

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

.1 General Liability

See attached Certificate of Insurance, EXHIBIT B

.2 Automobile Liability

See attached Certificate of Insurance, EXHIBIT B

.3 Workers' Compensation

See attached Certificate of Insurance, EXHIBIT B

.4 Professional Liability

See attached Certificate of Insurance, EXHIBIT C

§ 2.5.1 Additional insurance requirements are found in Article 10 of this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, ~~and electrical engineering services. Services not set forth in this electrical engineering, and other services necessary for the complete design of, and preparation of construction documents for, the Project.~~ Services not set forth in Article 3 are Additional Services.

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User Notes:

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§ 3.1.1 The Architect shall manage the Architect'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.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants, consultants, if any.~~ The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner ~~if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~ If the Architect, in the exercise of the applicable standard of care, should reasonably have become aware of any error, omission or inconsistency in such services or information.

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

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

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Architect shall prepare the Construction Documents in compliance with all applicable building codes, as well as all federal, state, and local laws. As necessary, Architect shall review each agreement between utility companies and the Owner to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the project design.

§ 3.1.7 Upon becoming aware of any error or omission in the Construction Documents (whether during the bidding phase or construction phase) Architect shall promptly perform the necessary professional service to issue an addendum or change order, as the case may be, to correct or clarify errors, omissions, or ambiguities. Such service shall be performed by Architect without additional compensation, unless the error or omission was not the fault of the Architect or their Consultants.

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, if any, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary ~~design, design and comments thereupon~~, 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 4.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Owner may approve the Schematic Design Documents subject to comments. The Architect shall consider and evaluate the comments for incorporation into subsequent portions of the of the Services hereunder.

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development ~~Documents~~ documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Owner may approve the Design Development Documents subject to comments. The Architect shall consider and evaluate the comments for incorporation into subsequent portions of the Services hereunder.

§ 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 written 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions

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of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 The Architect shall submit to Owner's attorneys for review and approval all agreements and conditions prepared for publication to bidders prior to publication and advertisement for bids.

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 It is anticipated that all construction work shall be publicly bid. Where public bidding is not required, Architect shall assist with negotiated proposals. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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

- .1 procuring the reproduction 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; and
- .3 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for ~~Construction~~. Construction as amended. If the Owner and Contractor modify AIA Document A201-2007, A201-2007 subsequent to contract award,

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those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall promptly make corrections to the Construction Documents, at no cost to the Owner, if any errors, omissions, or ambiguities are discovered during the Construction Phase, unless the error or omission was not the fault of the Architect or their Consultants.

§ 3.6.1.5 The Architect shall conduct progress periodic review and payment review meetings which shall include the Owner, the Architect, and appropriate prime contractors. The Architect shall record the meetings in written meeting minutes, which shall be distributed for review no more than two days following each meeting. Comments on the published meeting minutes shall be discussed as part of the following progress review and payment meeting. Each progress review and payment meeting shall cover, at a minimum, progress, new and old business, and quality schedule. Notwithstanding, it is anticipated that the Contractor shall have separate meetings for its own purposes of planning and coordinating its own work.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The ~~Architect~~ Architect, and its sub-consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 report to the Owner (1) ~~known~~ deviations from the Contract Documents and from the most recent ~~construction schedule submitted by the Contractor, approved construction~~ schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.1.1 On the basis of Architect's on-site construction observation, the Architect shall endeavor to keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall promptly notify the Owner of any defects or deficiencies in the Work observed by the Architect. The Architect shall submit a field report to the Owner for each week of site visits or for each site visit, whichever the Architect deems appropriate, and shall submit a copy to the Contractor.

§ 3.6.2.2 The Architect has the authority and responsibility 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 such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness~~ promptness so as not to delay the progress of construction.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. 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 A201-2007, the Architect shall render initial decisions on Claims ~~between the Owner and by the~~ Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§3.6.3.1.1 The Construction Documents shall provide that each Prime 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.

§3.6.3.1.2 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 executed by Subcontractors, among other things.

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any 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.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable ~~promptness~~ promptness in compliance with the Contractor's reasonable requested amount of review time for the Architect's response. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the ~~Contractor~~ Contractor, and the Architect's responses thereto, in accordance with the requirements of the Contract Documents. The Architect shall also maintain a record of requests for information and responses thereto, and copies of the same.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the ~~Contractor~~ Contractor, review for compliance with the Contract Documents, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. However, nothing in this paragraph shall obligate the Architect to make legal determinations regarding the adequacy of language or signatures in the documents provided.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

§3.6.6.6 The Architect shall periodically review the Contractor's marked up as-built drawings to determine whether the Contractor is recording information as required in the Contract Documents. Before Final Completion, the Architect shall require the Contractor to transfer the as-built drawings to the Owner.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

The Owner may from time to time, without invalidating this Agreement, direct changes in the Architect's Services. The changes may include additions, deletions, or modifications to the Architect's Services. Upon receipt of a Direction for Change in Services, the Architect shall proceed promptly to enact the Change in Services. Concurrently, the Owner and Architect shall agree on an equitable adjustment in the Architect's Basis of Payment.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™ 2007)		
§ 4.1.10 Value Analysis (B204™ 2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As Designed Record drawings		
§ 4.1.15 As Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™ 2007)		
§ 4.1.18 Tenant related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22 Commissioning (B211™ 2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™ 2007)		
§ 4.1.25 Fast track design services		
§ 4.1.26 Historic Preservation (B205™ 2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™ 2007)		

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~~§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.~~

§4.2 If the Owner issues any direction to the Architect which the Architect deems to be a Direction for Change to this Agreement warranting amendment to the Architect's basis of payment on contract price, as the case may be, the Architect shall promptly notify the Owner.

§ 4.3 Additional Services may be ~~provided~~ requested by the Owner after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- ~~1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;~~
- ~~2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;~~
- ~~3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;~~
- ~~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 data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~9 Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- ~~11 Assistance to the Initial Decision Maker, if other than the Architect, authorization.~~

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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

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- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve (12) visits weekly to the site by the Architect and appropriate Architect's Consultants over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion
- .5 Architect shall provide all site visits and inspections necessitated to resolve errors or conflicts in the Architect's and Architect's Consultants Construction Documents, as part of Basic Services and in addition to the amounts identified in 4.3.3.1, .2, .3, and 4.

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~() months of the date of this Agreement, time contemplated in Section 1.2,~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner ~~shall~~ shall, in consultation with the Architect, 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. ~~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.~~

§ 5.2 The Owner ~~shall~~ shall, in consultation with the Architect, establish and 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree in writing to a corresponding change in the Project's scope and quality.

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

§ 5.4 ~~The~~ At the Architect's request, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.6 ~~The Owner~~ Architect shall coordinate the services of ~~its own~~ Owner's consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those

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designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner ~~shall~~ shall, upon request of the Architect, 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.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Failure of the Owner to discover such defects, or to so notify the Architect, shall not relieve the Architect of any of its obligations hereunder.

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the pre-construction related costs of the Construction Manager, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is provided in Initial Information, will be established in each approved Amendment issued,~~ and may be adjusted throughout the Project as required under Sections ~~5.2, 6.4 and 6.5.~~ 5.2. Evaluations of the Owner's budget for the Cost of the Work, 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~~ the Architect, except as provided elsewhere in the Article.

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ Construction Manager 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The ~~Architect's~~ Construction Manager's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.~~

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

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

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

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

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

~~§ 7.1 The Architect and the Owner warrant warrants that in transmitting Instruments of Service, or any other information, the transmitting party the Architect is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend Architect intends to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

~~§ 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. Provided that the Owner is not in default under this Agreement, all studies, reports, drawings, specifications, and other documents, whether in hardcopy or electronic form, prepared by Architect as part of the Services shall be deemed property of Owner.~~

~~.1 The architect shall remove from the electronic versions of the documents the title block, Professional seals, Professional stamp and signatures on all electronic versions of the Construction Documents provided to Owner as Owner's property;~~

~~.2 The Architect shall maintain rights to use limited images for marketing and promotional purposes.~~

~~§ 7.3 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author 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~~

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 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 A201-2007, 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.

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

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall may 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)~~

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

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

~~☐ Other (Specify)~~

§ 8.3 ARBITRATION

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

~~At the Agreement of the Owner and Architect, all claims, disputes and other matters in question between any of the Architect, Owner, Contractor, Subcontractor or any material supplier arising out of, or relating to, agreements to which two or more of said parties are bound, or the Contract Documents or the breach thereof, except with respect to the Architect's decisions on matters relating to aesthetic effect, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the time of filing, as modified herein, unless the parties mutually agree otherwise. In any such arbitration, the arbitrator shall make separate findings as to liability and the amount of damages with respect to each party to the arbitration to the extent any liability or responsibility for damages exists. All parties which have an interest in the dispute shall be joined as parties to the arbitration. The Architect's sub-consultant agreements shall require such joinder. The arbitrator shall have authority to decide all issues between the parties including but not limited to procedural matters, claims for extras, delay and liquidated damages, matters involving defects in the Work, right to payment, whether matters decided by the Architect involve aesthetic effect and whether the necessary procedures for arbitration have been followed. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons, duly consented to by the parties, shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by an applicable statute of limitations.~~

~~§ 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. All parties shall carry on their respective obligations, and perform their duties during any arbitration proceedings.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:~~

Init.

(a) Promptly upon the empanelling of the arbitrator, the arbitrator shall direct all parties to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to reasonable discovery procedures to be established by the arbitrator.

(c) 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.

~~§ 8.3.4.1 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 Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§8.3.5 In the event of any litigation or arbitration between the parties hereunder, all reasonable attorneys' fees and other costs incurred shall be awarded to the prevailing party.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

Init.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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. Exclusive Venue for resolution of all disputes shall lie in Cook County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for ~~Construction~~ Construction, as amended and included in the Construction Documents.

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. There are no third party beneficiaries to this Agreement.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. ~~proprietary.~~

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

§ 10.9 The Architect shall submit valid certificates of insurance and, if requested, policies, in form and substance satisfactory to Owner evidencing the effectiveness of the insurance policies along with original copies of the amendatory riders to any such policies to Owner for Owner's approval before Architect commences the performance of any services hereunder.

Init.

§ 10.10 The Architect hereby agrees to maintain the insurance described in Article 2 herein during the duration the performance of all Services. If the Architect fails to furnish and maintain the specified insurance, the Owner may terminate the Agreement.

§ 10.11 Architect shall include the Owner as additional insured by causing amendatory riders or endorsements to be attached to the Commercial General Liability insurance policies described in this Agreement. The insurance coverage afforded under the Commercial General Liability policies shall be primary to any insurance carried independently by the Indemnites (as identified in Section 10.12 below). Said amendatory riders or endorsements shall indicate that as respects the Indemnites, there shall be severability of interests under said insurance policies for coverages provided under said insurance policies.

§ 10.12 To the fullest extent permitted by law, the Architect hereby agrees to indemnify and hold the Owner, its directors, members, officers, agents, and employees (collectively the "Indemnites") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorneys' fees, that the Indemnites may incur to the extent arising out of the negligent performance or breach of performance by the Architect of its duties and obligations under or pursuant to this Agreement.

§ 10.13 Time is of the essence of this Agreement.

§ 10.14 Architect understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Architect agrees to provide the District with the following:

- (1). Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
- (2). The Architect will provide the District, upon request, a copy of the criminal background check conducted on each such person.

In the event the Architect plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the District then in that event Architect will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Architect fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Architect, or caused by an employee of a subcontractor to the Architect, then in that event the Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any such claims.

ARTICLE 11 COMPENSATION

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

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

% of actual construction cost for construction related services as defined in Section 6.1 based on the Fees Schedule attached as Exhibit E which is incorporated into this Agreement. The Architect Fee shall be converted to a lump sum fee upon approval of the Construction Manager's Final Cost Estimate. The Architect Fees for Alternates shall be as set forth in Exhibit E

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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User Notes:

(1160787298)

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

§ 11.3 For all Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

Compensation shall be established by mutual agreement in writing between the Owner and Architect prior to beginning any additional Services.

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

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

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>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (<u>20</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, 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.)*

Hourly billing rates for Architectural Services for the duration of this Agreement shall be in accordance with Architects' billing rates indicated on EXHIBIT D.

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect'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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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;

Init.

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's ~~Consultant's~~ expense of ~~professional liability insurance dedicated exclusively to this Project, or the expense of~~ additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect and Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related ~~expenditures~~ expenditures authorized in advance by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%) of the expenses incurred~~ zero (0.0) of the expenses incurred. The Architect shall be reimbursed at a rate of 1.15% of the actual expenses incurred by the Architect only for specialty consultants which the Owner approves in writing.

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 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.)

The Architect's invoice shall be submitted in a format acceptable to the Owner, and shall show sufficient information to allow the Owner to determine the propriety thereof. At a minimum, each invoice shall state services completed during the billing period, amount due for Services performed during the billing period, amount previously paid, and agreed contract balance remaining. The Architect shall be paid in the time periods set forth in the Local Government Prompt Payment Act.

%

~~§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.10.4 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.

§ 11.10.5 Owner reserves the right to recover from the Architect all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the Architect. Consequential damages including any delay damages suffered by Owner, or which Owner may be liable, due to errors and omissions may be included in the recovery. In the case of omissions, Architect shall not be responsible for the direct cost of the construction contractor's Work to implement omitted Work to the extent that Architect demonstrates that, but for the omission, the cost of the omitted Work would have been fully included in the construction contractor's bid. Nothing in this paragraph (11.10.5) is intended to provide Owner or Architect with causes of action, defenses or measures of damages that it would not otherwise possess under applicable law.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~.3 Other documents:~~

~~(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)~~

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kenneth M. Florey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:31:20 on 02/11/2011 under Order No. 3032139990_1 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™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Exhibit "A"

TO:
(Owner or Owner's Representative)

In accordance with the Agreement dated: <DATE> described as AIA Document B101-2007, Blanket Services Agreement.

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)
Legal Architect's, Inc.
2015 Spring Road, Suite 175
Oak Brook, IL 60523

for the Project:
(Name and address)
T.B.D.

Summer 2011 Renovation

Authorization is requested
☐ to proceed with Additional Services.
☐ to incur additional Reimbursable Expenses.

As Follows:

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation: 8.5% of Cost of Construction

Time: Start of Project 6-8-11
Substantial Completion 8-13-11
Final Completion 9-13-11

Oak Park and River Forest High School Construction Projects Long Range Plan

Revised 12/14/10 rz (start of construction phase 1 - 6/8/11) (Substantial completion -8/13/11)

Line #	Year	Description	Type of work (If B.M. Life Safety, Life Safety Up grade, Project management)	Fund (If B.M. Life Safety, Life Safety Up grade, Project management)	Comments and Clarifications
48	2011-2012	Press Box renovation, Ticket Booths and Fencing	Maintenance	O&M	Pricing reflects replacement in kind for press box. No allowance included for ticket booths or fencing. No elevator included
50	2011-2012	Code upgrades Elevator new building - from 2010	Maintenance	O&M	Pricing based on quote received by OPRF
52	2011-2012	LS Item A-10 423, 424, 425, 426, 427, 428, 429, 430, 431, 433, 435, 437, 438, 439, 440, 472, 473, 474, 475, 476, 477, 478, 481, 482	Life Safety	LS	Does not include rooms 173/174 which were completed in 2010 Assumes 25% floor fill, 9,000 sf tile 184 and 212 were eliminated from this years life safety due to future plans
53	2011-2012	LS ITEM A-10 All 4th floor rooms that need ceiling and light replacement Locations Rooms 407, 408, 409, 410, 411, 413, 415, 417, 421, 423, 424, 425, 425A, 426, 427, 427A, 428, 429, 430, 431, 433, 435, 437, 438, 439, 440, 472, 473, 474, 475, 476, 477, 478, 481, 482	Life Safety	LS	Corelite pendants in classrooms, recessed indirect lights in corridors, new diffusers Added cost for additional rooms on walls in 475
53A	2011-2012	New HVAC to rooms 419A, 420, 421, 423, 424, 425, 425A.	Maintenance	O&M	Need scope description and estimate.
54	2011-2012	LS ITEM A-11 All 3rd floor rooms that need ceiling and light replacement Locations: Rooms 309-340, 311, 313, 315, 320, 321, 326, 329, 330, 331, 333, 335, 337, 300, 391, 399	Life Safety	LS	Corelite pendants in classrooms, recessed indirect lights in corridors; new diffusers Added cost for additional rooms Save existing cabinets in 390 and 391 that were on life safety to
55	2011-2012	LS ITEM A-12 All 2nd floor rooms that need ceiling and light replacement. Locations Rooms 226, 230, 231, 233, 235, 239, 290, 294.	Life Safety	LS	Corelite pendants in classrooms; recessed indirect lights in corridors, new diffusers
56-2011	2011-2012	LS ITEM S P-5 1, P-5 2, P-5 3, P-5 4 (phase 2) 1907-1962 building - replace domestic hot water piping - (mains that support 2012 bathroom work)	Life Safety	LS	Budgeted for \$180K per year for 5 years plus fees and GC's. Need to define scope for each year to be within budget parameters North boys and girls bathrooms only
57	2011-2012	LS ITEM P-6 (phase 2) replace sanitary drains @ 1907-1924 (phase 2) replace 2nd and 4th floor Replace B" waste on DP2.1 and P2.1 excluded from 2010 work	Life Safety	LS	Drains at loading dock, pricing based on actual field camera results
58	2011-2012	2nd floor corridor Asbestos abatement to Frittile Location 2nd floor - East-West corridor in 1907 Building, North-South corridor from Room 229 - 239, North-South corridor from Room 215 - Stairs	Maintenance	O&M	
61	2011-2012	All handlers 4 R2, 4, 4 and S3	Maintenance	O&M	Pricing based on bids from 2010
63	2011-2012	LS Item A-19 2nd floor hallways, 67 addition Ceilings and lights	Life Safety	LS	Includes 41,000 SF
		Sub-total			
		Contingency (use 10%)			
2011-2012		Total			
		Total LS			
		Total O & M			
		Total			
		FY 2011/2012			
		Total			
		\$ 3,467,892			
		\$ 3,467,892			

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/16/2011
PRODUCER Phone: (847) 623-0456 Fax: (847) 623-5600 WEST'S INSURANCE AGENCY 1733 W WASHINGTON STREET WAUKEGAN IL 60085		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
		NAIC #
INSURED LEGAT ARCHITECTS, INC. 24 N CHAPEL STREET WAUKEGAN IL 60085		INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		10677

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	YES	GENERAL LIABILITY	EBP0019851	05/14/10	05/14/11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	EBP0019851	05/14/10	05/14/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
A		EXCESS / UMBRELLA LIABILITY	EBP0019851	05/14/10	05/14/11	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE-EA EMPLOYEE	\$
		OTHER:				E L DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

Additional Insured: Oak Park & River Forest H.S. District 200

CERTIFICATE HOLDER

Oak Park & River Forest H.S. District 200
 201 North Scoville Avenue
 Oak Park, IL 60302

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brad West
 Brad West



CERTIFICATE OF LIABILITY INSURANCE

Exhibit B - 2 of 2

DATE (MM/DD/YYYY)

2/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive Suite 2000 Chicago IL 60606	CONTACT NAME: Willis A&E Group PHONE (A/C No. Ext): 312-288-7700 FAX (A/C No): 312-234-0643 E-MAIL ADDRESS:
INSURED Legat Architects, Inc. Mr. Pete Krupczak 24 North Chapel Street Waukegan IL 60085-4118	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2099526911**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability			V15SRW100201	1/24/2010	1/24/2011	\$2,000,000 per claim \$4,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oak Park and River Forest H.S. District
200
201 North Scoville Avenue
Oak Park IL 60302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Schedule of Billable Rates

EXHIBIT "D" 1 of 1

ORGANIZATION Oak Park & River Forest High School District 200

CLASSIFICATION	BASE RATE
Principal.....	\$ 200.00
Senior Interior Designer.....	\$ 200.00
LEED Consultant.....	\$ 200.00
Staff Architect.....	\$ 180.00
LEED Document Coordinator.....	\$ 135.00
Associate Architect.....	\$ 115.00
Intern Architect.....	\$ 75.00
Clerical.....	\$ 55.00

January 5, 2011
Revised: 1/25/11; 2/11/11

EXHIBIT "E"

Ms. Cheryl Witham
Chief Financial Officer
Oak Park & River Forest High School District 200
201 North Scoville, Room 270a
Oak Park, Illinois 60302

Re: Life Safety Projects and Capital Improvements Projects
Revised Proposal to Provide Professional Architectural Services

Dear Ms. Witham:

Thank you again for giving Legat Architects the opportunity to become Architect of Record for Oak Park & River Forest High School District 200. Pursuant to your request, Legat Architects ("architect") is pleased to submit this proposal to provide professional architectural services to Oak Park & River Forest High School District 200 ("client"). The purpose of this letter is to summarize the professional services to be provided and the related fees.

1.0 Projects:

- 1.1 Annual Life Safety and Capital Improvements Projects where the scope of work has yet to be determined
- 1.2 Oak Park & River Forest High School, 201 North Scoville, Oak Park, Illinois 60302.

2.0 Project Parameters:

- 2.1 The budget, scope of work, affected building area(s), estimates of probable cost, and schedules will be determined annually by the Client in conjunction with the Architect and the Construction Manager.

2.2 Project Activities Summary:

- 2.2.1 Work with the Client to prioritize the scope of work line items to match available funds; and
- 2.2.2 Provide a visual assessment of the existing conditions associated with the scope of work line items identified and review the Construction Manager's estimate of probable cost for the scope of work line items identified; and
- 2.2.3 Complete drawings and specifications suitable for bidding; and
- 2.2.4 Assist the Construction Manager in project bidding and the selection of the most qualified bidder; and
- 2.2.5 Perform construction observation; and
- 2.2.6 Assist the Construction Manager to facilitate project closeout.

Ms. Cheryl Witham
Oak Park & River Forest High School District 200
Revised Proposal to Provide Professional Architectural Services
January 5, 2011 Revised: 1/25/11; 2/11/11
Page 3 of 3

EXHIBIT "E"

5.0 Additional Services:

- 5.1 Additional On-Site Observation: The Architect will perform two additional weekly job-site observations while construction operations are in progress. The Client will compensate the Architect based on 0.5% of the construction cost as identified in the Contract(s) for Construction.
- 5.2 Issued for Construction Documents: The Architect will provide Issued for Construction Documents in .pdf format which combine Issued for Bidding Documents and addenda items. The Client will compensate the Architect on a time-and-material basis.
- 5.3 Record (As-Built) Drawings: The Architect will provide Record Drawings in .pdf format which combine Issued for Bidding Documents, addenda items, and field changes documented by the Trade Contractors. A Record (As-Built) Floor Plan will be provided to the Client in AutoCAD format. The Client will compensate the Architect on a time-and-material basis.

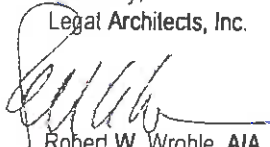
6.0 Miscellaneous Provisions:

- 6.1 Unless otherwise provided in this Agreement, the Architect and Architect's consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

The AIA Document B101, Standard Form of Agreement Between Owner and Architect, 2007 edition, is currently being prepared by Robbins Schwartz Nicholas Lifton & Taylor, Ltd., attorneys for Oak Park & River Forest High School District 200. It is our understanding, the terms have been agreed upon. However, if you have any additional questions regarding the agreement or this exhibit, please contact me at your earliest convenience.

Thank you.

Sincerely,
Legal Architects, Inc.


Robert W. Wroble, AIA, LEED AP

ATTACHMENTS	None.
CC	None.
EC	Patrick Brosnan, Legal Architects Berardo DeSimone, Legal Architects