

**PROFESSIONAL SERVICES CONSULTANT  
TYPE OF RETAINER AGREEMENT**

UNIVERSITY OF ILLINOIS

THIS AGREEMENT, made and entered into in the City of \_\_\_\_\_, State of Illinois, as of the date of the last signature of the parties hereto, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, hereinafter referred to as "Owner," and NAME OF FIRM, ADDRESS OF FIRM, a(n) INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, CORPORATION, OTHER, existing under the laws of the State of \_\_\_\_\_, hereinafter referred to as "Professional Services Consultant" or "PSC" whose registered agent in Illinois is NAME OF REGISTERED AGENT IN ILLINOIS, ADDRESS OF REGISTERED AGENT;

WITNESSETH:

WHEREAS, the Owner desires the Professional Services Consultant to provide non-exclusive Professional Services in connection with various Projects at the CAMPUS campus of the University of Illinois, and

WHEREAS, the Professional Services will be performed on an as-needed basis during the contract period, with each project to be developed on a total cost basis to be identified in each Retainer Contract Project Work Order as provided in Attachment C. The total cost of each project shall include the estimated construction cost of the project, contingencies, professional fees and reimbursable expenses, and project-related Owner's costs. Each project will be limited to a project budget less than \$5,000,000 or up to \$750,000 in fees payable to the Professional Services Consultant and can only be increased in accordance with Owner's policies and procedures.

NOW, THEREFORE, the Owner and the Professional Services Consultant for the consideration hereinafter named and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

**A. PROFESSIONAL SERVICES**

The Professional Services Consultant shall provide Professional Services consisting of all or part of the services identified in this section. Each phase shall be reviewed by the Owner and approved in writing prior to commencement by the Professional Services Consultant of the subsequent phase. The Owner's approval of the Professional Services Consultant's services contemplated herein shall not be for the purpose of determining the accuracy, adequacy, completeness or coordination of the Professional Services Consultant's design drawings or specifications and shall not alter the Professional Services Consultant's responsibilities and obligations hereunder with respect to such documents.

The scope of professional services for each project will be as noted in the Retainer Contract Project Work Order ("work order") form (Example: Attachment C).

**The following list includes some, but not all of the typical services that may be required by the Professional Services Consultant.**

**INSERT SCOPE FROM ADVERTISEMENT**

- OTHER RELATED ACTIVITIES

**Typical services for various project phases are listed below and may be required during retainer scope of services. Applicable services will be specified in each work order based on project needs.**

**BASIC SERVICES**

**1. SCHEMATIC DESIGN PHASE**

- a. Based upon an approved conceptualization phase, or other phase, study or design document designated by the Owner, the Professional Services Consultant shall prepare alternative architectural, mechanical and electrical schemes leading to a recommended solution together with a general description of the Project.
- b. The Professional Services Consultant shall develop the selected scheme, including proposed floor plans and structural, mechanical, and electrical systems.

- c. The Professional Services Consultant shall submit to the Owner a preliminary construction cost estimate based on current area, volume, or other unit costs.
- d. If the Professional Services Consultant's preliminary construction cost estimate exceeds the Owner's original estimated construction cost contained in the Total Project Budget, the Professional Services Consultant shall recommend to the Owner items of possible cost reduction(s) to bring the Project within the Total Project Budget. After the Owner's approval in writing of these cost reductions, if any, they shall be incorporated into the schematic design documents.
- e. The Professional Services Consultant shall provide the Owner with drawings, outline specifications, and other pertinent documents for review and approval (the "schematic design documents") in accordance with Project submittal requirements and Owner's campus facilities standards.
- f. Upon completion of Schematic Design Phase, the Professional Services Consultant shall prepare design presentations including site plan, floor plans and elevations to the following reviewing bodies:  
University of Illinois {CCU NAME} and others as required.
- g. The Professional Services Consultant shall provide written responses to written Owner review comments.
- h. LEED CRITERIA AND SUSTAINABLE PLANNING
  - 1. The Professional Services Consultant shall include sustainable architectural and engineering solutions and environmentally efficient materials in all areas of the project design. U.S. Green Building Council's LEED guidelines will be used to establish the sustainability principles used. LEED submittals and certification will not be required.
  - 2. The Professional Services Consultant shall have a LEED Accredited Professional as a member of the design team.
  - 3. The Professional Services Consultant shall notify the Owner of potential incentives and grants that the Professional Services Consultant has knowledge of and that may be attainable for this project.

OR

- 1. The Professional Services Consultant shall define and develop Schematic Design level requirements and LEED submittals for the project that include sustainable planning and design concepts, as defined by the U.S. Green Building Council's LEED Program.
- 2. The Professional Services Consultant shall develop all necessary documentation for the level of certification sought by the Owner and shall complete submissions to the U.S. Green Building Council during all phases of the project including Construction as required to obtain certification.
- 3. The Professional Services Consultant shall have a LEED Accredited Professional as a member of the design team.
- 4. The Professional Services Consultant shall notify the Owner of potential incentives and grants that the Professional Services Consultant has knowledge of and that may be attainable for this project.
- 5. The Professional Services Consultant shall provide the LEED scorecard and written narrative.

6. The Professional Services Consultant shall register the building on the USGBC website. USGBC registration fees and certifications fees are included in reimbursable expenses.

- i. The Professional Services Consultant shall provide a code analysis indicating all regulatory agencies, permits, building codes, and standards that apply to the project. Include in this report an action checklist indicating required regulatory agency reviews and permits.
- j. The Professional Services Consultant shall provide the geotechnical report for review.
- k. The Professional Services Consultant shall provide life cycle cost analyses for all projects exceeding 25,000 SF.

## 2. DESIGN DEVELOPMENT PHASE

- a. The Professional Services Consultant shall prepare from the approved schematic design documents, drawings, outline specifications, and other pertinent documents to fix and illustrate the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate in accordance with Project submittal requirements and Owner's campus facilities standards.
- b. The Professional Services Consultant shall prepare and submit to the Owner a construction cost estimate based upon construction categories for basic elements, such as, but not limited to, sitework, structures, foundations, mechanical systems, electrical systems, and fixed equipment (including laboratory furniture), in sufficient detail to permit a review of the design and to make such modifications as may be necessary to keep the Project within the Total Project Budget.
- c. If the Professional Services Consultant's construction cost estimate exceeds the Owner's original, or, if applicable, adjusted estimated construction cost contained in the Total Project Budget, the Professional Services Consultant shall recommend to the Owner items of possible cost reduction(s) to bring the Project within the Total Project Budget. After the Owner's approval in writing of these cost reductions, if any, they shall be incorporated into the design development documents.
- d. The Professional Services Consultant shall provide the Owner with such drawings, outline specifications, and other pertinent documents for review and approval (the "design development documents") in accordance with Project submittal requirements and Owner's campus facilities standards.
- e. The Professional Services Consultant shall provide written responses to written Owner review comments.
- f. LEED CRITERIA AND SUSTAINABLE PLANNING
  - 1. The Professional Services Consultant shall include sustainable architectural and engineering solutions and environmentally efficient materials in all areas of the project design. U.S. Green Building Council's LEED guidelines will be used to establish the sustainability principles used. LEED submittals and certification will not be required.
  - 2. The Professional Services Consultant shall have a LEED Accredited Professional as a member of the design team.
  - 3. The Professional Services Consultant shall notify the Owner of potential incentives and grants that the Professional Services Consultant has knowledge of and that may be attainable for this project.

OR

1. The Professional Services Consultant shall define and develop Design level requirements and LEED submittals for the project that include sustainable planning and design concepts, as defined by the U.S. Green Building Council's LEED Program.
  2. The Professional Services Consultant shall develop all necessary documentation for the level of certification sought by the Owner and shall complete submissions to the U.S. Green Building Council during all phases of the project including Construction as required to obtain certification.
  3. The Professional Services Consultant shall have a LEED Accredited Professional as a member of the design team.
  4. The Professional Services Consultant shall notify the Owner of potential incentives and grants that the Professional Services Consultant has knowledge of and that may be attainable for this project.
  5. The Professional Services Consultant shall provide the revised LEED scorecard and revised written narrative.
- g. The Professional Services Consultant shall provide life cycle cost analysis for each alternative energy system for projects that exceed 25,000 SF.
- h. The Professional Services Consultant shall provide building finish samples for all exterior interior surfaces proposed for this project. Finishes are subject to approval by the Owner and approval must be received prior to the bidding phase.

### 3. CONSTRUCTION DOCUMENTS PHASE

- a. The Professional Services Consultant shall prepare from the approved design development documents, accurate, adequate, complete and coordinated drawings and specifications setting forth in detail all of the work required for the Project including, without limitation, civil (including all utilities), architectural (including fixed equipment), structural, mechanical, electrical and special systems (the "Construction Documents"). All Construction Documents shall be prepared in accordance with the requirements of the Illinois Procurement Code and other laws, rules and regulations applicable to the Project, the Owner, or both.
- b. The Professional Services Consultant shall keep the Owner informed of any changes in requirements or in construction materials, systems or equipment as the Construction Documents are developed.
- c. The Professional Services Consultant shall assist the Owner in development and preparation of the necessary bid information, bid forms, front end documents, and general requirements of the Agreement between the Owner and the Contractors.
- d. The Professional Services Consultant shall furnish to the Owner drawings and specifications and detailed construction cost estimates prepared on a quantity analysis basis, fully detailing unit prices and quantities in all divisions of the Work at the fifty percent (50%) stage and at the ninety-five percent (95%) stage of completion of the Construction Documents for the Owner's review and approval. If such detailed construction cost estimates exceed the Owner's original, or, if applicable, adjusted estimated construction cost contained in the Total Project Budget, the Professional Services Consultant shall make recommendations to the Owner of possible reductions in the scope of the Project, or the use of alternates, which satisfy the Owner that the Project will be bid within the Owner's estimated construction cost. All reductions or alternates shall be approved in writing by the Owner.

1. Divisions of Work: The Professional Services Consultant shall divide the Work into distinct Divisions of Work as required by Owner and in accordance with the Illinois Procurement Code. This division shall be clear, concise and comprehensive. All Work must be explicitly assigned to a particular Division of Work.
  - a. If the estimated value of the total construction work exceeds \$250,000, the Work must be divided into at least five Divisions of Work as follows.
    1. General
    2. Plumbing
    3. Heating, Piping, Refrigeration, and Temperature Control
    4. Ventilation, Distribution, Test and Balancing
    5. Electrical

The required five Divisions of Work may be expanded as necessary for projects that would benefit from having additional divisions bid separately. The project manager, with consultation and recommendations from the Professional Services Consultant, shall obtain permission from the Unit Head for the additional Divisions of Work.

- b. If the estimate for any of the required five Divisions of Work is less than the current construction small purchase limit (refer to [http://www.procure.stateuniv.state.il.us/dsp\\_BidLimits.cfm](http://www.procure.stateuniv.state.il.us/dsp_BidLimits.cfm)), the project manager may direct the Professional Services Consultant to combine the affected Division(s) with the most appropriate Division of Work for bidding, after receiving approval from the Unit Head. All associated responsibilities of the affected Division(s) shall be completed by the combined Division. For example, if Division 4 – Ventilation was combined with Division 1 – General Work, the testing and balancing responsibility would belong to Division 1.
  - c. If the estimated value of the construction Work determined by the Professional Services Consultant is equal to or less than \$250,000, the Work may be bid as one or more Divisions of Work as approved by the campus Unit Head.

For the complete list of Division designations, refer to [https://www.uocpres.uillinois.edu/UserFiles/Servers/Server\\_7758/file/training/caps/JA\\_CAPS\\_Get\\_Started.pdf](https://www.uocpres.uillinois.edu/UserFiles/Servers/Server_7758/file/training/caps/JA_CAPS_Get_Started.pdf)

- e. Based upon approved 95% complete Construction Documents, the Professional Services Consultant shall prepare 100% complete Construction Documents and shall coordinate, assemble, print and issue bidding documents to potential bidders.
- f. The Professional Services Consultant shall provide written responses to the 50% and 95% written Owner review comments.
- g. In accordance with the requirements set forth herein and all applicable drawings, final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the Professional Services Consultant(s) (or Architect, structural engineer, professional engineer, land surveyor or Landscape Architect) as required by the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), Structural Engineering Practice Act of 1989 (225 ILCS 340/), Professional Engineering Practice Act of 1989 (225 ILCS 325/), Illinois Landscape Architecture Act of 1989 (225 ILCS 315/), and Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).
- h. LEED CRITERIA AND SUSTAINABLE PLANNING

1. The Professional Services Consultant shall include sustainable architectural and engineering solutions and environmentally efficient materials in all areas of the project design. U.S. Green Building Council's LEED guidelines will be used to establish the sustainability principles used. LEED submittals and certification will not be required.
2. The Professional Services Consultant shall have a LEED Accredited Professional as a member of the design team.
3. The Professional Services Consultant shall notify the Owner of potential incentives and grants that the Professional Services Consultant has knowledge of and that may be attainable for this project.

OR

1. The Professional Services Consultant shall define and develop Construction Documents level requirements and LEED submittals for the project that include sustainable planning and design concepts, as defined by the U.S. Green Building Council's LEED Program.
2. The Professional Services Consultant shall develop all necessary documentation for the level of certification sought by the Owner and shall complete submissions to the U.S. Green Building Council during all phases of the project including Construction as required to obtain certification.
3. The Professional Services Consultant shall have a LEED Accredited Professional as a member of the design team.
4. The Professional Services Consultant shall notify the Owner of potential incentives and grants that the Professional Services Consultant has knowledge of and that may be attainable for this project.
5. The Professional Services Consultant shall provide the revised LEED scorecard.

#### 4. BIDDING PHASE

- a. The Professional Services Consultant shall assist the Owner in advertising and receipt of bids, and shall participate in pre-bid conferences at a date, time and place established by the Owner. The Professional Services Consultant shall select and require a printing service that provides free electronic viewing of the project manual and all addenda with registration by potential bidders prior to accessing the documents. Owner may periodically request list of registrants who have accessed the documents during the bidding process.
- b. The Professional Services Consultant shall prepare for the Owner's review addenda as required including estimates of any cost changes. Addenda must be issued at least 72 hours prior to bid opening.
- c. The Professional Services Consultant shall attend pre-bid conferences and bid openings and assist the Owner in the review and evaluation of bids received and submit written analysis and recommendations for the award of the construction contracts.

- d. If the cumulative total of responsive and acceptable low bids for the scope of work included within the Construction Documents exceeds the Owner's original or, if applicable, adjusted estimated construction cost contained in the Total Project Budget, the Professional Services Consultant shall, upon request of the Owner and without additional compensation, revise and reprint the Construction Documents in a manner satisfactory to the Owner so that such cumulative total will fall within the Owner's estimated construction cost contained in the Total Project Budget, and shall assist the Owner in rebidding the Project.
- e. The Professional Services Consultant shall provide written responses to the Owner's written Review Comments.
- f. The Professional Services Consultant shall provide updated finishes for the interior and exterior surfaces to reflect any changes resulting from the bidding process and/or Owner requests.

## 5. CONSTRUCTION PHASE

The construction phase will commence upon the date written Notice to Proceed is given to the first Contractor and will end when the Certificate of Substantial Completion for the Project has been issued. In addition to those requirements set forth herein, the Professional Services Consultant shall provide those services contemplated in the construction contract(s) between the Owner and the Contractor(s). The Professional Services Consultant acknowledges that it has received and reviewed true and correct unexecuted copies of the construction contract(s).

- a. Upon receipt, the Professional Services Consultant shall carefully review and examine each Contractor's Schedule of Values, together with any supporting documentation or data, which the Owner or the Professional Services Consultant may require from the Contractor(s). The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values that allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If a Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Professional Services Consultant to the contrary in writing, a Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if a Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Professional Services Consultant shall approve the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment to the Contractor. The Professional Services Consultant shall not approve such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.
- b. The Professional Services Consultant shall review the Contractor's construction schedule(s) initially for compliance with the Contract Documents and weekly thereafter and advise the Owner in writing of conditions which may cause delay in completion. With the Owner's approval, the Professional Services Consultant shall direct a Contractor(s) to accelerate behind schedule Work.
- c. The Professional Services Consultant shall review each Contractor's list of Subcontractors, Vendors and Suppliers and make recommendation to the Owner if any should not be accepted on the Project.
- d. The Professional Services Consultant shall initially determine partial and final payments owed to the Contractor(s) predicated upon inspections of the Work as required herein, review of Contractor, Assigned Subcontractor(s), Subcontractor(s), Vendor(s), and Supplier(s) partial and final lien waivers and affidavits and evaluations of the Contractor's rate of progress in light of the remaining contract time and shall issue to the Owner

Certificates for Payment in such amounts. By issuing Certificates for Payment to the Owner, the Professional Services Consultant reliably informs the Owner that the Professional Services Consultant has performed or received verification of the inspection of the Work required above, and that the Work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's Work meets or exceeds the requirements of the construction contract, and that under the terms and conditions of the construction contract, the Owner is obligated to make payment to the Contractor of the amount approved. The Professional Services Consultant shall attend and participate in all progress meetings and other on-site meetings for a total of \_\_\_\_\_ meetings in accordance with the Contract Documents. These meetings are to include but not limited to pre-construction and construction and a maximum of \_\_\_\_\_ progress meetings per month.

- e. The Professional Services Consultant shall render necessary interpretations requested by the Contractor(s) and transmit them to the Contractor(s) on a timely basis so as to not delay the progress of the Work or the approved construction schedule.
- f. The Professional Services Consultant shall consider a Contractor's suggestions and recommendations, and evaluate and submit recommendations to the Owner, for a final decision, on a timely basis.
- g. The Professional Services Consultant shall attend all meetings as stated in A.5.d scheduled by the Owner, the Professional Services Consultant or a Contractor and provide, on a timely basis, information requested from the Professional Services Consultant as a result of the meetings. The Professional Services Consultant shall prepare and distribute minutes of all meetings and field decisions.
- h. The Professional Services Consultant shall reject in writing any Work of a Contractor that is not in compliance with the construction contract unless directed by the Owner, in writing, not to do so.
- i. The Professional Services Consultant shall require surveying, inspection or reinspection and testing or retesting of the Work in accordance with the provisions of the construction contract(s) whenever appropriate; but will take such action only after written notification to the Owner. The Professional Services Consultant shall observe all tests required by the Contract Documents. The Professional Services Consultant shall review all surveys, reports and test results prepared by professional land surveyors or testing agencies and respond to the Owner in writing accordingly. The Professional Services Consultant shall distribute copies of all test reports to the Owner.
- j. The Professional Services Consultant shall receive and promptly review and approve, or otherwise respond to, the Contractor's shop drawings and other submittals. The Professional Services Consultant shall require the Contractor to submit shop drawings in complete systems so an equipment and component compatibility review can be performed by the Professional Services Consultant for compliance with the Professional Services Consultant's system design. The Professional Services Consultant shall coordinate the Contractor's delivery of such submittals. Approval by the Professional Services Consultant of the Contractor's submittal shall constitute the Professional Services Consultant's representation to the Owner that such submittal is in conformance with the construction contract.
- k. The Professional Services Consultant shall receive and promptly examine and advise the Owner concerning requests for Change Orders from the Contractor(s). Upon request by the Owner, the Professional Services Consultant shall draft Change Orders, whether initiated by the Owner, or by a Contractor and approved by the Owner, in accordance with the construction contract. The Professional Services Consultant shall initiate all emergency work authorizations and field directives. Professional Services Consultant



shall prepare reasonable estimates for all emergency work authorizations, field directives and requests for proposals that may result in change order issuance. The Professional Services Consultant will review field directive and change order estimates and costs submitted by the contractors, assist in negotiating contractors' proposals, determine that the cost is fair and justifiable and submit recommendations to the Owner.

- l. The Professional Services Consultant shall observe the Contractor's checkout of utilities and start up and testing of all operational systems and shall provide technical assistance to the Contractor if problems occur. The Professional Services Consultant shall confirm that all equipment and systems are operating properly and completely prior to demonstration and instruction to the Owner's personnel. Equipment or systems that are only tested once, as required by the construction contract, shall be tested with the Owner's personnel in attendance.
- m. The Professional Services Consultant shall provide technical assistance to the Contractor(s) during the plumbing, mechanical and electrical equipment systems start-up, demonstration and instruction to the Owner's personnel. If any system is not operating completely as designed, Substantial Completion shall not be certified by the Professional Services Consultant.
- n. The Professional Services Consultant shall maintain Project records in an orderly manner, including correspondence, Contract Documents, Change Orders, construction change authorizations, submittal and status logs (insurance certificate expiration dates, Substantial Completion dates, warranty dates), reports of site conferences, supplementary drawings, color schedules, and names and addresses of Contractor, subcontractors and principal material suppliers.
- o. Should it be observed that any portion of the Work requiring shop drawings, product data or samples has commenced prior to approval by the Professional Services Consultant, the Professional Services Consultant will advise the Contractor and the Owner.
- p. The Professional Services Consultant shall review the Contractor's As-Built drawings at intervals appropriate to the stage of construction and advise the Contractor and the Owner of any apparent failure by the Contractor to maintain up-to-date records.
- q. The Professional Services Consultant shall review the Contractor's list of items to be completed or corrected which is submitted with the request for issuance of a Certificate of Substantial Completion. The Professional Services Consultant shall prepare its own punch list of items to be corrected or completed by the Contractor. The Professional Services Consultant shall assist the Owner in the review and negotiation of any claims prior to completion of the construction contract.
- r. The Professional Services Consultant shall review and report on conditions of the portions of the Project being occupied or utilized by the Owner or separate contractors to minimize the possibility of claims for damages.
- s. The Professional Services Consultant shall review for compliance with the construction contract and when in compliance, transmit to the Owner all closeout submittals including, without limitation, manuals, operating instructions, as-built drawings, warranties, guarantees and other documents and things required by the construction contract and submitted by the Contractor; the Professional Services Consultant shall prepare all punchlists and administer the final closeout procedures of all contracts in accordance with their terms.
- t. The Professional Services Consultant shall review for compliance with the construction contract and when in compliance, provide the Owner no later than 90 days past date of Certificate of Substantial Completion, all closeout submittals including, without limitation, project manuals inclusive of addenda, building systems operation and maintenance

manuals/instructions, warranties, guarantees, LEED certification documentation, and other documents and things required by the construction contract. These documents shall be delivered to the Owner in accordance with the Project Submittal Requirements and Owner's Campus Facility Standards. The Professional Services Consultant shall prepare all punchlists (including the assignment of reasonable estimated values of outstanding work items) and administer the final closeout procedures of all contracts in accordance with their terms.

- u. Based upon its inspections, the Professional Services Consultant shall certify in writing to the Owner the fact that, and the date upon which, the Contractor has achieved Substantial Completion of the Project or, as applicable, the Contractor's Division of the Work.
- v. The Professional Services Consultant shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Professional Services Consultant shall make available to the Owner any personnel or subconsultants employed or retained by the Professional Services Consultant for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project.
- w. The Professional Services Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Professional Services Consultant or its subconsultants, or both.
- x. On-Site Inspections.
  - 1. The Professional Services Consultant shall perform site inspections, satisfactory to the Owner, for the duration of the construction phase to:
    - a. become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed,
    - b. guard the Owner against defects and deficiencies in the Work,
    - c. determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents,
    - d. determine that the Work is proceeding in accordance with the approved construction schedule,
    - e. record any occurrence or Work that might predictably result in a claim for change in Contract Sum or Contract time, and
    - f. protect the Owner from continuing unexcused delays in the schedule and from overpayment to the Contractor(s)
  - 2. The Professional Services Consultant shall conduct these site inspections periodically as set forth below as a minimum for each trade contract included in the project providing sufficient work is being performed. Scheduling of site inspections shall be coordinated to best suit the most critical and appropriate construction activities.
    - a. General Work: TBD visit(s) per month
    - b. Mechanical Work: TBD visit(s) per month
    - c. Electrical Work: TBD visit(s) per month
    - d. Other Work and visits deemed necessary by Owner

If other site inspections are required than those identified above, these inspections will be identified in Section 9 "Construction On-Site Services" and will be compensated on an hourly basis, unless additional visits are determined by Owner to be needed to correct Professional Services Consultant errors and omissions.

3. The Owner shall be notified immediately if, in the Professional Services Consultant's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the Professional Services Consultant.
4. The Professional Services Consultant shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Professional Services Consultant shall be responsible for the Professional Services Consultant's negligent acts, errors or omissions.
5. The Professional Services Consultant shall at all times have access to the Work wherever it is in preparation or progress.
6. Following each site inspection, the Professional Services Consultant shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner. These Site Inspection Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall submission interval exceed 30 days from the date of the site visit. Each report, as a minimum, shall include general and specific information regarding the project as follows:
  4. General Information
    1. Project Number
    2. Project Name and Location
    3. Professional Services Consultant Name and Phone Number
    4. Report Preparer's Name
    5. Coordinating Contractors Name
    6. Date, Time (arrival and departure) of Site Visit(s)
    7. Date of Report
    8. Report Number
    9. Weather Conditions
  - b. Specific Information
    1. Purpose of Site Inspection Visit
    2. Names of All Inspectors Present
    3. Nature and Location of Work Being Performed
    4. Progress of the Work
    5. Items Inspected
    6. Problems Resolved
    7. Verbal interpretations Given to Contractor
    8. Tests Witnessed/Performed
- y. The Professional Services Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.
- z. The Professional Services Consultant shall provide, no later than thirty (30) calendar days past the substantial completion date, as-built drawings as required in accordance with the Project submittal requirements. The Professional Services Consultant does not guarantee the accuracy of the Contractors' as-built drawings.
- aa. The Professional Services Consultant shall provide, record drawings and the project manual, inclusive of addenda, no later than thirty (30) calendar days past the receipt of as-built drawings. These shall be in accordance with the Project submittal requirements and Owner's campus facility standards.

- bb. The Professional Services Consultant shall provide a one month walk-through and a one week walk-through prior to beneficial occupancy, if applicable, and substantial completion to confirm any life safety issues and egress issues are resolved.

## SUPPLEMENTAL SERVICES

### 6. CONCEPTUALIZATION PHASE

- a. The Professional Services Consultant shall review with the Owner's designated personnel the Owner's current program needs, Project budget, and anticipated Project schedule.
- b. The Professional Services Consultant shall inventory and analyze the existing building, if any, including mechanical/electrical systems and utilities to develop facility design criteria.
- c. The Professional Services Consultant shall develop preliminary design concepts for the existing building, if any, including building systems, for review with the Owner's designated personnel.
- d. The Professional Services Consultant shall prepare a conceptualization report establishing program needs, a design concept, the building system description, acknowledging the Project budget, and proposing a schedule.
- e. The Professional Services Consultant shall provide written responses to written Owner review comments.
- f. The Professional Services Consultant shall provide a presentation of the draft report to the Owner.

### 7. INTERIOR DESIGN PHASE - Professional Services Consultant Full Services

#### A. INTERIOR DESIGN: DESIGN DEVELOPMENT PHASE

**OR**

- 1. Professional Services Consultant shall review the Owner's Program Statement
- 1. Professional Services Consultant shall provide a Program Statement.
- 2. Professional Services Consultant shall provide a Schedule for the process including meetings, reviews, bidding, installation and punch lists.
- 3. Professional Services Consultant shall prepare a preliminary Schedule of Furnishings, Fixtures and Equipment (FF&E) to be provided for the contractor who is purchasing the FF&E and complete appropriate information on the Owner's FF&E Inventory Form (FIF). The Schedule may include, but not necessarily be limited to, the following:
  - a. Systems furniture, including desks, credenzas, file cabinets, work stations, bookcases (Appropriate brand name/sole source process must be followed for classroom and office furniture and receive appropriate approvals. Classroom and office furniture vendors under contract with the University Purchasing Division through the Illinois Public Higher Education Cooperative (IPHEC) shall be considered during the selection of furnishing needs, but use of other furniture vendors is acceptable.)
  - b. Seating, including lounge chairs, desk chairs, and side chairs
  - c. Tables, including lounge tables, conference tables, and side tables
  - d. Shelving
  - e. Display cases
  - f. Marker boards

- g. Coat racks
  - h. Lecterns/Control Centers
  - i. Task lighting
  - j. Interior landscaping
  - k. Telephone enclosures
  - l. Telecommunications Equipment
  - m. Audio Visual Equipment
  - n. Special furnishings and technical lab equipment
  - o. Custom furnishings
  - p. Other
4. Professional Services Consultant shall interview Owner's representatives to ensure that all furnishing needs are being addressed. Specific furniture vendors under contract with the University Purchasing Division for certain furnishings, fixtures and equipment shall be considered during the selection of furnishing needs.
  5. Based on the construction documents prepared by Professional Services Consultant for the Project, Professional Services Consultant shall update the FF&E layouts and the Owner's FIF to reflect the current building design, to identify, specifically, those ancillary FF&E items which are to be included in the Project scope and review these layouts with Owner's representatives to confirm that the layouts meet the current program requirements. Professional Services Consultant may work with the systems furniture vendor to provide layouts for all systems related products used in open office and private office areas, coordinating layouts with all other disciplines and verify compliance with current program statement.
  6. Professional Services Consultant shall develop a Final Schedule of Furnishings, Fixtures and Equipment with a FF&E cost budget (include a 5% bid and 5% construction contingency) for Owner review and approval.
  7. Professional Services Consultant shall select specific furnishings, fixtures and equipment and recommend finishes, colors and fabrics for preliminary review. Prepare outline specification and drawings to fix the size and character of the project. Detailed specifications, drawings and cost estimates for system furniture products shall be provided to the Professional Services Consultant by the furniture vendor for review and incorporation into budget matrix. Prepare detailed FF&E cost estimate. Submit to Owner for review and approval.
  8. Professional Services Consultant shall, after discussion with the Owner's representatives, prepare preliminary designs for any custom items. Detailed specifications, drawings and cost estimates for custom products shall be provided by the Professional Services Consultant and incorporated into budget matrix.
  9. Professional Services Consultant shall prepare presentation boards and/or binders that depict the preliminary selection of FF&E items, including, but not limited to, photos of individual items, materials, finishes, colors of wood, metal, plastic, and fabric selection. A minimum of two (2) copies are required.
  10. If Professional Services Consultant's detailed FF&E cost estimate exceeds the Owner's FF&E cost budget, Professional Services Consultant shall recommend to Owner items of possible cost reduction(s) to the scope of the Project to bring it within the budget. After Owner's approval in writing of these cost reductions, they will be incorporated into the construction documents.
  11. The Professional Services Consultant shall provide written responses to written Owner review comments.

**B. INTERIOR DESIGN: CONSTRUCTION DOCUMENTS PHASE**

1. Professional Services Consultant shall prepare FF&E construction documents, for the contractor who is purchasing FF&E and update the Owner's FIF, including location plans, custom designs, special details and specifications for all items. Finalize detailed FF&E construction cost estimate. Submit to Owner for review and approval.
2. If Professional Services Consultant's detailed FF&E cost estimate exceeds the Owner's FF&E cost budget, Professional Services Consultant shall recommend to Owner items of possible cost reduction(s) to the scope of the Project to bring it within the budget. After Owner's approval in writing of these cost reductions, they will be incorporated into the construction documents prior to release for bids.
3. The Professional Services Consultant shall provide written responses to written Owner review comments.
4. Professional Services Consultant shall prepare any updates to presentation boards and/or binders that depict selection of FF&E items, including, but not limited to, photos of individual items, materials, finishes, colors of wood, metal, plastic, and fabric selection. A minimum of two (2) copies are required.

**C. INTERIOR DESIGN: BIDDING PHASE**

1. Professional Services Consultant shall assist Owner during bid period.
2. Professional Services Consultant shall assist Owner in the review and evaluation of bids received and will submit written analysis and recommendations for the award of the contracts or rejection of bids.
3. In the event the total of the low bids received for the FF&E exceed the Owner's FF&E cost budget, the Professional Services Consultant shall, upon request of Owner and without additional compensation, revise and reprint the drawings and specifications in a manner satisfactory to Owner so that the final FF&E cost falls within the Owner's FF&E cost budget and shall assist Owner in re-bidding the Project.

**D. INTERIOR DESIGN: CONSTRUCTION PHASE**

1. Professional Services Consultant shall review and approve Vendor's and Manufacturer's shop drawings and submittals and, if required, finalize finishes, colors, and fabric selections with the Owner's representatives.
2. Professional Services Consultant shall assist Contractor with maintaining a current log of the status of each vendor (including name, FF&E name/type, value – including any amount paid or balance due; delivery date, punchlist date, completion date) and supply to Owner upon request.
3. Professional Services Consultant shall provide updated finishes for the interior surfaces to reflect any changes resulting from the bidding process and Owner requests.
4. Professional Services Consultant shall assist Contractor with scheduling and coordinating deliveries of each Vendor with the Owner. Professional Services Consultant shall arrange for space within the building for each vendor to store or set up FF&E items with the Contractor. Professional Services Consultant shall review all deliveries as they arrive for damages.
5. Professional Services Consultant shall observe installation by Contractors or by Owner's own forces for compliance with construction documents.

6. Professional Services Consultant shall assist Owner in preparing change orders; conduct periodic inspections as needed; review and issue certificates of payment for submission to Owner; assemble waivers and affidavits; review and approve written guarantees and collect operation and maintenance manuals, if any, and distribute to Owner.
7. Professional Services Consultant shall conduct a Substantial Completion inspection of all furnishings, fixtures and equipment in place and prepare a punch list. Review project for final acceptance to confirm punch list completion.
8. The Professional Services Consultant shall update boards and/or binders with actual FF&E results from the bid process as needed to provide a record of the actual products installed.

**E. INTERIOR DESIGN: POST CONSTRUCTION PHASE**

1. During FF&E warranty period the Professional Services Consultant shall review all problems, issues, and/or concerns as they relate to the FF&E Phase for a one-year duration from Substantial Completion. Professional Services Consultant will follow-up with the vendors, as required, for all remedial actions.

**OR**

**7. INTERIOR DESIGN PHASE - Professional Services Consultant Partial Services**

**A. INTERIOR DESIGN: DESIGN DEVELOPMENT PHASE**

**OR**

1. Professional Services Consultant shall review the Owner's Program Statement
1. Professional Services Consultant shall provide a Program Statement.
2. Owner shall provide a Schedule for the process including meetings, reviews, bidding, installation and punch lists.
3. Professional Services Consultant shall prepare a preliminary Schedule of Furnishings, Fixtures and Equipment (FF&E) to be provided for the contractor who is purchasing the FF&E and complete appropriate information on the Owner's FF&E Inventory Form (FIF). The Schedule may include, but not necessarily be limited to, the following:
  - a. Systems furniture, including desks, credenzas, file cabinets, work stations, bookcases (Appropriate brand name / sole source process must be followed for classroom and office furniture and receive appropriate approvals. Classroom and office furniture vendors under contract with the University Purchasing Division through the Illinois Public Higher Education Cooperative (IPHEC) shall be considered during the selection of furnishing needs, but use of other furniture vendors is acceptable.)
  - b. Seating, including lounge chairs, desk chairs, and side chairs
  - c. Tables, including lounge tables, conference tables, and side tables
  - d. Shelving
  - e. Display cases
  - f. Marker boards
  - g. Coat racks
  - h. Lecterns/Control Centers
  - i. Task lighting
  - j. Interior landscaping
  - k. Telephone enclosures
  - l. Telecommunications Equipment
  - m. Audio Visual Equipment
  - n. Special furnishings and technical lab equipment

- o. Custom furnishings
  - p. Other
4. Professional Services Consultant shall interview Owner's representatives to ensure that all furnishing needs are being addressed. Specific furniture vendors under contract with the University Purchasing Division for certain furnishings, fixtures and equipment shall be considered during the selection of furnishing needs.
  5. Based on the construction documents prepared by Professional Services Consultant for the Project, Professional Services Consultant shall update the FF&E layouts and the Owner's FIF to reflect the current building design, to identify, specifically, those ancillary FF&E items which are to be included in the Project scope and review these layouts with Owner's representatives to confirm that the layouts meet the current program requirements. Professional Services Consultant may work with the systems furniture vendor to provide layouts for all systems related products used in open office and private office areas, coordinating layouts with all other disciplines and verify compliance with current program statement.
  6. Professional Services Consultant shall develop a Final Schedule of Furnishings, Fixtures and Equipment with a FF&E cost budget (include a 5% bid and 5% construction contingency) for Owner review and approval.
  7. Professional Services Consultant shall select specific furnishings, fixtures and equipment and recommend finishes, colors and fabrics for preliminary review. Prepare outline specification and drawings to fix the size and character of the project. Detailed specifications, drawings and cost estimates for system furniture products shall be provided to the Professional Services Consultant by the furniture vendor for review and incorporation into budget matrix. Prepare detailed FF&E cost estimate. Submit to Owner for review and approval.
  8. Professional Services Consultant shall, after discussion with the Owner's representatives, prepare preliminary designs for any custom items. Detailed specifications, drawings and cost estimates for custom products shall be provided by the PSC and incorporated into budget matrix.
  9. Professional Services Consultant shall prepare presentation boards and/or binders that depict the preliminary selection of FF&E items, including, but not limited to, photos of individual items, materials, finishes, colors of wood, metal, plastic, and fabric selection. A minimum of two (2) copies are required.
  10. If Professional Services Consultant's detailed FF&E cost estimate exceeds the Owner's FF&E cost budget, Professional Services Consultant shall recommend to Owner items of possible cost reduction(s) to the scope of the Project to bring it within the budget. After Owner's approval in writing of these cost reductions, they will be incorporated into the construction documents.

#### B. INTERIOR DESIGN: CONSTRUCTION DOCUMENTS PHASE

1. Professional Services Consultant shall prepare FF&E construction documents for the contractor who is purchasing FF&E and update the Owner's FIF, including location plans, custom designs, special details and specifications for all items. Finalize detailed FF&E construction cost estimate. Submit to Owner for review and approval.
2. If Professional Services Consultant's detailed FF&E cost estimate exceeds the Owner's FF&E cost budget, Professional Services Consultant shall recommend to Owner items of possible cost reduction(s) to the scope of the Project to bring it within the budget. After Owner's approval in writing of these cost reductions, they will be incorporated into the



construction documents prior to release for bids.

3. The Professional Services Consultant shall provide written responses to written Owner review comments.
4. Professional Services Consultant shall prepare any updates to presentation boards and/or binders that depict selection of FF&E items, including, but not limited to, photos of individual items, materials, finishes, colors of wood, metal, plastic, and fabric selection. A minimum of two (2) copies are required.

#### C. INTERIOR DESIGN: BIDDING PHASE

1. Professional Services Consultant shall assist Owner during bid period.
2. Professional Services Consultant shall assist Owner in the review and evaluation of bids received and will submit written analysis and recommendations for the award of the contracts or rejection of bids.
3. In the event the total of the low bids received for the FF&E exceed the Owner's FF&E cost budget, the Professional Services Consultant shall, upon request of Owner and without additional compensation, revise and reprint the drawings and specifications in a manner satisfactory to Owner so that the final FF&E cost falls within the Owner's FF&E cost budget and shall assist Owner in re-bidding the Project.

#### D. INTERIOR DESIGN: CONSTRUCTION PHASE

1. Professional Services Consultant shall review and approve Vendor's and Manufacturer's shop drawings and submittals and, if required, finalize finishes, colors, and fabric selections with the Owner's representatives.
2. Owner will assist Contractor with maintaining a current log of the status of each vendor (including name, FF&E name/type, value – including any amount paid or balance due; delivery date, punchlist date, completion date).
3. Professional Services Consultant shall provide updated finishes for the interior surfaces to reflect any changes resulting from the bidding process and Owner requests.
4. Owner will assist Contractor with scheduling and coordinating deliveries of each Vendor. Owner will arrange for space within the building for each vendor to store or set up FF&E items with the Contractor. Professional Services Consultant shall review all deliveries as they arrive for damages.
5. Owner will observe installation by Contractors or by Owner's own forces for compliance with construction documents.
6. Professional Services Consultant shall assist Owner in preparing change orders; conduct periodic inspections as needed; review certificates of payment; review waivers and affidavits; review written guarantees; and collect operation and maintenance manuals, if any, and distribute to Owner.
7. Professional Services Consultant shall conduct a Substantial Completion inspection of all furnishings, fixtures and equipment in place and prepare a punch list. Review project for final acceptance to confirm punch list completion.
8. The Professional Services Consultant shall update boards and/or binders with actual FF&E results from the bid process as needed to provide a record of the actual products installed

## E. INTERIOR DESIGN: POST CONSTRUCTION PHASE

1. During FF&E warranty period the Owner will review all problems, issues, and/or concerns as they relate to the FF&E Phase for a one-year duration from Substantial Completion. Owner will follow-up with the vendors, as required, for all remedial actions.

## 8. POST CONSTRUCTION PHASE

The post construction phase as to each construction contract shall commence on the date of the Certificate of Substantial Completion and will end after all defective, deficient or incomplete items are rectified or completed to the satisfaction of the Professional Services Consultant and the Owner. The Professional Services Consultant shall provide post construction phase services as set forth below:

- a. The Professional Services Consultant shall provide technical assistance to the Owner and the Contractor(s) during the post construction period as required to assist in identifying and resolving all defective, deficient or incomplete items. At the end of the post construction phase, the Professional Services Consultant shall provide the Owner with a "Post Construction Activities Log" stating at a minimum: the date, the activity, whether the item was a warranty, maintenance or other problem and the course of action taken to resolve the problem and the date resolved.

The Post Construction Activities Log shall contain a compilation of all problem calls initiated by the University of Illinois construction unit responsible for the respective Project, which are responded to, processed and resolved by the Professional Services Consultant.

The Professional Services Consultant shall specifically indicate in writing what equipment has been turned off or disconnected and when equipment settings are found to be different from the requirements in the operation and maintenance manuals.

- b. The Professional Services Consultant shall conduct an inspection of the complete Project and meet with the Owner's personnel to review any problems being experienced no later than eleven (11) months after the date of Substantial Completion of the Project. A written report shall be given promptly to the Owner and the Contractor(s) describing conditions that are to be corrected by the Contractor(s) including a completion date, and any general observations on the Project's continuing ability to meet its intended use. The Professional Services Consultant shall follow up after the scheduled completion date(s) to confirm the Contractor(s) have completed their Work and shall report thereon to the Owner in writing. If any such condition has not been corrected, the process shall be repeated until it has been corrected.
- c. Based upon inspections of the Project, the Professional Services Consultant shall certify in writing to the Owner the fact that, and the date upon which, the Contractor has achieved Final Completion of the Project or, as applicable, the Contractor's Division of the Work. This certification shall include verification that all known warranty items are complete

## 9. CONSTRUCTION ON-SITE SERVICES

The Professional Services Consultant shall provide additional on-site representation, satisfactory to the Owner, for the duration of the construction phase. The duties of the on-site representative shall be agreed to by the Owner, are exclusive of Construction Phase Basic Services, and include services to:

- a. carefully observe the Work of the Contractor(s) to determine the quality and quantity of the Work in comparison with the requirements of the construction contracts(s);
- b. observe and verify installed quantities of material specified in the project;
- c. observe specified field tests and Owner approved special testing;
- d. observe, measure and verify costs incurred by Contractors related to any disputes or claims;
- e. submit written on-site observation reports of all construction-related activities, together with any appropriate comments or recommendations, to the Owner. The Owner shall not provide any reimbursement for Construction On-Site Services without an Inspection Report as delineated in the Construction Phase Services section of this Agreement. Failure of the Professional Services Consultant to comply with this requirement will result in loss of Supplemental Construction On-Site Services compensation effectively reducing the on-site services described herein to a fulfillment of site inspections included in Construction Phase Basic Services;
- f. Other Supplemental Construction On-Site Services to be specified by each Campus Construction Unit as deemed necessary.

These supplemental Construction On-Site Services will have an anticipated average duration of \_\_\_\_\_ TBD \_\_\_\_\_ hour(s) per week for \_\_\_\_\_ TBD \_\_\_\_\_ weeks. Construction On-site inspections will be adjusted and conducted at appropriate times through the project duration as agreed upon by the Owner and the Professional Services Consultant.

#### 10. OTHER SUPPLEMENTAL SERVICES

- a. The Professional Services Consultant shall develop all necessary documentation for the level of certification sought by the Owner and shall complete submissions to the U.S. Green Building council during all phases of the project including construction as required to obtain certification.
- 5. Other supplemental services to be specified by each campus construction unit as deemed necessary.

#### B. REQUIRED POLICIES AND PROCEDURES

Without limitation of any provision of this Agreement, the Professional Services Consultant and any subconsultants shall perform all services under this Agreement, from the inception of this Agreement until the Project has been fully completed, with a high degree of care and diligence and in a professional, skillful, and competent manner in accordance with the professional standards of major architectural and engineering firms engaged in the design, engineering, and construction administration of projects of comparable size and complexity, and in strict accordance with all applicable laws, codes, and industry standards. Neither the review nor the approval of the work or services of the Professional Services Consultant or of any subconsultants performed in connection with the Project by any person or body, including, but not limited to, the Owner, shall relieve the Professional Services Consultant or any subconsultants from their duty to utilize and comply with the above-referenced standard of professional care in the performance of their duties hereunder. The Professional Services Consultant shall design the Project in accordance with all applicable laws, policies, and procedures including, but not limited to the following:

- a. Building code requirements, and the Owner's building standards;
- b. The Owner's standard documents for construction contracts;
- c. Accessibility standards for the handicapped;
- d. Illinois Procurement Code (including multiple contract bidding, if required);
- e. Equal Employment Opportunity policies; and,

- f. Alternates to assure that each project can proceed within the Owner's construction cost budget.
- g. Owner's Program Statement or Owner's program criteria when consultant's scope is to write a Program Statement.

#### C. MEETING RECORDS

The Professional Services Consultant shall prepare the minutes of all conferences when in attendance and shall promptly forward the requested number of copies of said minutes to the Owner's designated representative.

#### D. SUBCONSULTANTS

1. The Professional Services Consultant shall employ only qualified professional subconsultants as may be required for the effective performance of the services herein described. The names of such subconsultants proposed to be employed to assist the Professional Services Consultant in performing such Professional Services shall be submitted to the Owner for its approval prior to retention of such subconsultant(s). The Professional Services Consultant shall be responsible for the work of all such professional subconsultants whether they have been approved by the Owner or not, and compensation for their services shall be made to the Professional Services Consultant as provided in Article F. of this Agreement (Diversity Certification, Attachment D, for PSC/subconsultants must be attached, if applicable).
2. Professional Services Consultant shall identify in Attachment D the names and addresses of all subconsultants to be utilized by Professional Services Consultant in the performance of the Agreement, together with the anticipated amount of money each subconsultant is expected to receive pursuant to the Agreement. For purposes of this section, "subconsultants" are those specifically hired to provide to the Professional Services Consultant some or all of the goods and services that are the subject of this Agreement.
3. The documents and information for the Professional Services Consultant and subconsultants listed in Table 1 and as described below must be provided by the Owner to the Chief Procurement Officer for Higher Education.

**Table 1: Contracts and Level Descriptions**

<b>Contract Type</b>	<b>Level</b>	<b>Contract</b>	<b>Dollar amount</b>
Professional Services Agreement	1	With Owner	All
Subconsultant	2	With Level 1	> \$50,000
Subconsultants' Subconsultant*	3 and below	With Level 2 and below	> \$50,000

\* For any subconsultant beyond level 3 with a contract value of > \$50,000 shall also be included.

#### **Level 1 Professional Services Consultant**

The Form A or Form B Certifications and Disclosures submitted by the Level 1 Professional Services Consultant with the proposal documents are hereby made a part of this contract. The Supplemental University of Illinois Certifications identified in the Statutory Certifications section below in addition to the IPG Form A or Form B Certifications and Disclosures are incorporated into this contract.

It is the responsibility of the Level 1 Professional Services Consultant to provide the following with respect to each Level subconsultant\* contracts which exceed \$50,000. The forms shall be completed and signed by each Level subconsultant\*.

- subconsultant(s) name(s)
- address(es)
- subconsultant contract value(s)
- general type(s) of work to be performed

- Form A or Form B Certifications and Disclosures Certifications and Disclosures

The Supplemental University of Illinois Certifications identified in the Statutory Certifications section below are to be implemented into all subcontracts on this project.

The documents submitted to the Owner shall be in electronic pdf format and follow the Owner's file naming convention. The forms and file naming convention can be found at: <http://www.uocpres.uillinois.edu/contractors/contracts>. These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

The Level 1 Professional Services Consultant must provide the above information for any Level subconsultants added or changed which results in a contract value exceeding \$50K during the term of the contract.

4. If at any time during the term of the Agreement, the Professional Services Consultant adds or changes any subconsultants, the Professional Services Consultant will be required to promptly notify the Owner and execute a written amendment to the Attachment D of the Agreement. Any changes to subconsultants must comply with Section O of this Agreement.
5. Any subconsultant agreements entered into prior to receiving a fully executed copy of the Agreement are done at the Professional Services Consultant's and subconsultant's risk.

#### E. TIME OF COMPLETION

Time is of the essence in this Agreement and Professional Services Consultant shall perform its services as required herein in a prompt and timely manner. The duration of this non-exclusive Owner/Professional Services Consultant Agreement shall be for a period of July 1, XXXX to June 30, XXXX (with an option to continue this Agreement for up to [one, two or three] additional one-year periods to June 30, XXXX based upon mutual agreement between the Owner and Professional Services Consultant). The completion of each project undertaken shall be as noted in the Work Order form, in accordance with University Policy. Owner directed adjustments to completion dates do not constitute justification for additional compensation unless such change affects project scope or adjustment was within Owner's reasonable control or power to avoid.

#### F. COMPENSATION

1. Fees for Professional Services. Professional Services Consultant shall receive as compensation, subject to additions and deductions provided for herein, for professional services required herein, including services performed by professional subconsultants identified in Article D of this Agreement, a fee, plus authorized reimbursables (described in F.2 below), as described in the work order form for each project.
2. Reimbursable. The Professional Services Consultant shall be reimbursed for actual and reasonable costs incurred by the Professional Services Consultant for the performance of the Owner-requested services including photographs, mock-ups, soil borings, topographical site surveys, specialized site tests, design phase material and/or equipment testing, construction phase material testing, review document printing, bid document printing, copies of record drawings provided on bond paper and CD-Rom, rendering and/or detailed presentation models, equipment rental to facilitate site inspection work, and other reasonable expenses as may be authorized by the Owner in writing. Supporting documentation, including receipts for expenses, is required (refer to Attachment A attached hereto and made a part hereof). The cost for reimbursable expenses shall be included in the work order form for each project.
3. Additional Services. If the Professional Services Consultant shall be required to perform services in addition to those contemplated in the original Agreement/Work Order, the Professional Services Consultant shall receive compensation for such additional services based on an hourly

basis reimbursement for actual costs and a negotiated fixed fee in accordance with Article F.4 of this Agreement unless Owner agrees to fixed price contract change. No payment shall be made for additional services unless: 1) a request is made in writing by the Professional Services Consultant to the Owner together with an estimate of the cost of the services considered to be additional and approval is secured in writing from the Owner in advance of the performance thereof; and 2) the scope of such additional services and compensation is confirmed by another Work Order (Diversity Certification, Attachment D, for subconsultants must be attached, if applicable). In case of dispute as to whether the services are compensable under this section as Additional Services, the Professional Services Consultant shall, after receiving written direction from Owner, provide the directed services, maintaining records of costs for later resolution.

4. Hourly Rate Schedule. Compensation for services paid under this Agreement shall be made based on an hourly basis reimbursement for actual costs based on Actual Hourly Rates\* listed in Attachment B and a negotiated fixed fee. Items eligible for hourly basis reimbursement compensation may include the actual payroll cost of labor on an hourly basis and the general and administrative overhead and burden, including but not limited to payroll related taxes, insurance and fringe benefits. General and administrative overhead and burden as well as negotiated fixed fee will be in accordance with Attachment B, which is made a part of this Agreement. Professional Services Consultant will have the opportunity to make adjustments to the hourly rate schedule annually, subject to the Owner's approval, if the yearly renewal option is exercised.
5. Payments. All compensation shall be paid in monthly installments as the various phases of the work progress. Each installment shall identify every Consultant/Subconsultant with respective payment information, as well as diversity status, for each phase of work performed. Payments for Subconsultants will only be processed if the documentation required by applicable laws, including the Illinois Procurement Code (30 ILCS 500/1 et seq.) and this Agreement has been provided by the Professional Services Consultant to the Owner. The requirements are listed in Section D – Subconsultants. Such monthly installments of the fee shall be payable within thirty (30) days of receipt of billing as follows:
  - a. Fixed Fees shall be paid commensurate with the amount of services completed.
  - b. Hourly Fees shall be paid in accordance with the actual hours expended during that particular month (Actual Hourly Rates\* times actual hours worked from time sheets which are signed by the employee and supervisor, and which are used as the original documents to process the Professional Services Consultant's payroll and/or job allocation), subject to the Owner's approval.

#### G. OWNER PROVIDED INFORMATION

The Owner shall provide the Professional Services Consultant with adequate information concerning the Owner's requirements for each Project.

#### H. PROFESSIONAL SERVICES CONSULTANT'S STATUS

The Professional Services Consultant is an independent contractor and, in providing its services under this Agreement, shall not be deemed to be the agent of the Owner.

#### I. ASSIGNMENT

The Professional Services Consultant shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the Owner.

#### J. INSURANCE

1. Indemnification. To the fullest extent permitted by law the Professional Services Consultant agrees to pay and reimburse and indemnify, keep and hold harmless the Owner, its Trustees,

officials, agents, employees, servants and their respective heirs, executors, administrators, officers, directors, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' consultants', and experts' fees and expenses, and including both litigation and pre-litigation expenses, arising out of or connected with: (a) any injury to or death of persons or damage to or loss of destruction of property (other than the Work itself) to the extent caused by or attributable to errors or omissions or negligent acts, or willful acts, of the Professional Services Consultant, its sub-consultants, sub-contractors, officers, agents, representatives, or employees; (b) any error, omission, or negligent act; (c) any breach by the Professional Services Consultant or its sub-consultants, sub-contractors, officers, agents, representatives, or employees under this Agreement. Professional Services Consultant expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit its responsibilities or liabilities or serve as a limit in recovery.

2. Professional Liability. The Professional Services Consultant agrees to procure and maintain during the term of this Agreement, and as long as necessary thereafter to cover claims with respect to its performance under this Agreement, Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), and with a deductible amount of not more than One Hundred Thousand Dollars (\$100,000.00), with an insurance carrier and policy terms approved by the Owner, which approval shall not be unreasonably withheld. The Professional Services Consultant shall submit to Owner a certificate of insurance as evidence of said coverage.
  - a. The professional liability insurance policy shall provide that the insurer will pay on behalf of the Professional Services Consultant, all amounts and damages which the Professional Services Consultant shall become legally obligated to pay to any person or entity (including, but not limited to, the Owner), and their officers, trustees, directors, agents and employees, arising out of the performance of professional services by the Professional Services Consultant. The Professional Services Consultant shall pay any amounts and damages not paid by the insurer, including but not limited to deductibles or for any amounts and damages in excess of the policy limits, and any other costs which may have been incurred by the Owner as approved by a court or other tribunal of competent jurisdiction.
  - b. The insurance carrier shall have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide.
  - c. Subconsultants must comply with the same underlying insurance coverage requirements as the Professional Services Consultant, except as otherwise agreed to in writing by the Owner, and shall submit the required Certificate of Insurance to the primary Professional Services Consultant.
  - d. When claims-made policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Professional Services Consultant or subconsultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.
3. Professional Services Consultant Liability Insurance. In addition to the professional liability insurance referenced above, the Professional Services Consultant agrees to maintain the following insurance coverage for the duration of the project or the term for which services will be rendered, and as long as necessary thereafter to cover claims with respect to its performance under this Agreement.
  - a. The Professional Services Consultant shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a policyholder's

rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
1. Worker's Compensation and Occupational Diseases	Illinois Statutory Limits
Employer's Liability (Part B)	\$1,000,000 per occurrence
2. Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	
Products Completed	\$2,000,000
Operations Aggregate	\$2,000,000
Personal and Advertising	
Injury	\$1,000,000
Fire Damage	\$ 100,000
3. Commercial Auto Liability	
Combined Single Limit	\$1,000,000 per occurrence
OR	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
4. Evidence of Umbrella or Excess liability insurance may be used to meet the above required liability limits.	
5. Evidence of waiver of subrogation must be expressly stated on the certificate of insurance form.	
6. Subconsultants must comply with the same underlying insurance coverage requirements as the Professional Services Consultant and shall submit the required Certificate of Insurance to the primary Professional Services Consultant.	
7. With respect to the required Commercial General Liability insurance, the Certificate of Insurance should include Additional Insured wording that conveys the following:	
"The Board of Trustees of the University of Illinois is an additional insured on a primary and non-contributory basis for any liability incurred by Owner arising from the activities of Professional Services Consultant and/or Subconsultant performing work on behalf of Professional Services Consultant."	
8. The Professional Service Consultants' general liability insurance shall include, without limitation, the following coverages:	
a. Contractual Liability – coverage shall cover contractual obligations which the Professional Services Consultant has assumed, including the Indemnity Agreement, for the liability limits set forth above. An Owner/Contractor's protective liability policy may be provided in lieu of a commercial general liability policy for the liability limits set forth above.	
b. The Professional Services Consultant's Commercial General and Commercial Auto Liability insurance policies shall include the following waiver of subrogation clause which must be expressly stated on the Certificate of Insurance that conveys the following:	
"It is agreed that in no event shall any insurance company of the Professional Services Consultant have any right of recovery against Owner for any and all	



damage or loss unless such damage or loss results from the sole gross negligence or willful misconduct of Owner.”

4. Terms and Conditions

- a. Modification or Cancellation. The Professional Services Consultant’s insurance policies shall be modifiable or cancelable only after written notice has been delivered by the Professional Services Consultant to the Owner by certified or registered mail thirty (30) days in advance of such modification or cancellation.
- b. Delivery of Policies. Upon request the Professional Services Consultant shall deliver copies of its newly issued or renewal insurance policies to the Owner within ten (10) days following the Owner’s request for such copies. Failure to request copies of new or renewal insurance policies does not relieve the Professional Services Consultant of its contractual obligation to provide the insurance coverages set forth.
- c. Notification of Insurance Carriers. The Professional Services Consultant shall be responsible for notifying all of its liability insurance carriers of the provisions of this Agreement and for procuring insurance coverage for this contract on a timely basis. The Professional Services Consultant shall not commence Work under this contract until it has obtained all the insurance required under this Article and until certificates of such insurance have been approved by the Owner.
- d. Professional Services Consultant’s Liability. The procuring of the insurance required under this contract shall be considered solely as securing Professional Services Consultant’s obligations or liabilities assumed under this contract, including, but not limited to, the obligation to indemnify the Owner assumed under paragraph J.1 and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Professional Services Consultant shall remain liable and responsible for all such obligations whether or not the insurance provided by it is approved by the Owner and whether or not such insurance is sufficient in amount, quality or coverage to protect it against such liability. The Professional Services Consultant shall pay and make good all such obligations to the full extent thereof and to the extent that such insurance does not cover them.
- e. Enforcement of this Contract. In the event Owner retains legal counsel to secure performance by Professional Services Consultant of any of its obligations under this contract, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Professional Services Consultant has an indemnity obligation to Owner under any provision of this contract or otherwise, Professional Services Consultant shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Professional Services Consultant, including but not limited to, any and all expert witness fees and expenses.
- f. Lapse of Insurance. In the event Professional Services Consultant loses insurance coverage, Professional Services Consultant shall stop work and shall immediately notify Owner of such cancellation or other loss of insurance coverage. Owner shall withhold any future payments due to Professional Services Consultant until the matter is resolved. Owner reserves the right to pursue any legal action necessary to cover losses. If Professional Services Consultant procures replacement insurance in accordance with Contract Documents. Owner reserves the right to allow Professional Services Consultant to continue work. There shall be no time credit for days not worked pursuant to this section.
- g. Uninsured Loss Occurrence. In the event a loss occurs during the uninsured period, Owner reserves the right to withhold payment due to Professional Services Consultant.

Professional Services Consultant shall immediately notify Owner of any loss. Owner shall withhold any future payments due to Professional Services Consultant. Owner reserves the right to pursue any legal action necessary to cover losses. If Contractor remedies the loss and obtains the required insurance coverages, Owner reserves the right to allow Professional Services Consultant to continue work. There shall be no time credit for days not worked pursuant to this section.

- h. The Professional Services Consultant's failure to comply with any insurance requirements set forth herein shall be deemed a material breach of the contract terms.
- i. The Professional Services Consultant shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Agreement to the appropriate contact person as designated under section M herein. The receipt of any certificate does not constitute an admission by the Owner that insurance requirements have been met. Failure of the Owner to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by the Owner.

#### K. TERMINATION AND SUSPENSION

- 1. Termination. The Owner may terminate this Agreement for any reason on seven (7) days' written notice. In the event of termination not occasioned by default of the Professional Services Consultant, the Professional Services Consultant shall be paid for services performed prior to the termination date, pursuant to the provisions described in paragraph F., plus any reimbursements then due.
- 2. Suspension. The Owner may suspend this Agreement for any reason on ten (10) days' written notice for a maximum period of thirty-six (36) months. In the event of suspension of this Agreement not occasioned by default of the Professional Services Consultant, the Professional Services Consultant shall be paid for services performed prior to the suspension date, pursuant to the provisions described in paragraph F., plus any reimbursements then due. Should the suspension be for a period of more than six (6) months, the hourly or fixed fee schedule shall be subject to an adjustment proportional to the Consumer Price Index change from the date of this Agreement until the time the suspension is lifted.

#### L. REVISIONS TO THE PROJECTS

The scope of each project and the Owner's original construction cost estimate may be revised from time to time after the date hereof by mutual agreement of the parties hereto, and such revisions shall be incorporated therein by written amendment to each project's work order form.

#### M. NOTICES

No notice is effective until the writing containing the notice is placed in the hand of the Owner's Representative, or the Professional Services Consultant or is sent by delivery confirmation, to the following addresses:

To the Owner: The Board of Trustees of the University of Illinois  
 c/o CAMPUS CONSTRUCTION UNIT  
 STREET ADDRESS  
 CITY, STATE ZIP  
 Attention:

To the Professional Services Consultant: PSC FIRM NAME  
 STREET ADDRESS  
 CITY, STATE ZIP  
 Attention:

All notices shall be effective upon receipt.

#### N. NONDISCRIMINATION AND REPORTING DIVERSITY PARTICIPATION

1. Nondiscrimination. The Professional Services Consultant agrees that, in performing under this Agreement, the Professional Services Consultant shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation, or unfavorable discharge from military service, nor otherwise commit an unfair labor practice. The Professional Services Consultant further agrees that, where required by state or federal law applicable to this Agreement, this clause will be incorporated into all subcontracts entered into with other business organizations or individuals who may perform any labor or services or provide materials in connection with this Agreement.
2. Reporting Diversity Participation. The Professional Services Consultant's Professional Services Billing form shall identify all Consultants/Subconsultants that are certified by the Illinois Department of Central Management Services (CMS) as a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Minority/Women Business Enterprise (MWBE) and/or Business Owned by A Person with A Disability (PBE) as defined by the Business Enterprise for Minorities, Women, and Persons with Disabilities Act. This information is requested only for the Owner's use in monitoring the level of Minority, Women, Women/Minority, and/or A Person with A Disability Business Enterprise participation on its projects. Professional Services Consultant's Professional Services Billing form shall also identify all Consultants/Subconsultants that are certified by the Illinois Department of Central Management Services (CMS) as a Veteran Owned Small Businesses (VOSB) and Service Disable Veteran Owned Small Businesses (SDVOSB) Consultants/Subconsultants.

#### O. PERSONNEL

The Professional Services Consultant shall assign only qualified personnel to perform any service concerning the projects. The Professional Services Consultant shall not, without prior expressed written consent of Owner and in accordance with the provisions of this section, alter the designated project team for the life of the project as long as the designated personnel remain employees of the firm or the firm's consultants.

1. Requests for changes of project team personnel may only be made in extraordinary circumstances and must be made by written request to the Owner at least fifteen (15) calendar days in advance of any proposed change. Requests for changes of project team personnel must include the reasons for the change and a description of the qualifications of the proposed replacement. No proposed change shall be effective unless and until the Owner has given written authorization to do so. Such changes may be considered by Owner as cause for adjustment to Professional Services Consultant Agreement compensation.

2. If changes to the project team are necessitated by emergency, Professional Services Consultant shall notify the Owner as soon as possible and obtain the Owner's approval of substitute personnel within fifteen (15) calendar days.
3. Requests for changes to project team must include a revised Attachment D and the documentation required by section D herein.

The following named Professional Services Consultant and Subconsultant individuals will perform those functions indicated next to their names for so long as the individuals named remain actively employed or retained by the Professional Services Consultant.

<u>NAME</u>	<u>POSITION TITLE/FUNCTION</u>

P. APPLICABLE LAW

The laws of the State of Illinois govern this Agreement. Owner and Professional Services Consultant reserve all other rights and potential remedies available at law or equity in the event of nonperformance under this Agreement.

Q. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

R. QUALIFICATIONS BASED SELECTION COMPLIANCE

By signing this Agreement, Owner and Professional Services Consultant certify compliance with the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1 *et seq.*) when applicable.

S. ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. The parties represent and warrant that they have not relied on any representations with respect to the subject matter of this Agreement other than as expressly set forth herein.

T. WAIVER

The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver if such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

U. CONFIDENTIALITY

1. Any information furnished by Owner shall be treated as confidential. Professional Services Consultant shall not disclose information unless specifically authorized and required to do so by law. Professional Services Consultant is hereby advised that any part of this Agreement or any materials provided by the Professional Services Consultant and marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law. By executing this Agreement, the Professional Services Consultant acknowledges and agrees that it is in compliance with the

requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Professional Services Consultant certifies compliance, and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

#### V. STATUTORY CERTIFICATIONS

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this Agreement:

2. The Professional Services Consultant certifies that it has Form A or Form B Certifications and Disclosures which are hereby made part of this agreement. Additionally, Supplemental University of Illinois Certifications identified below are incorporated into the contract.
3. The Professional Services Consultant certifies that \_\_\_\_\_ is its Federal Taxpayer Identification Number and that it is doing business as a \_\_\_\_\_.
4. The Professional Services Consultant certifies that it is authorized to practice the professional services specified in this Agreement under the applicable Illinois licensing and registration statutes.
5. Supplemental University of Illinois Certifications:
  - a. Vendor is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Vendor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available.
  - b. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. Vendor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
  - c. This applies only if procuring Owner receives Medicare or Medicaid funding. Vendor certifies that neither it nor any of its directors, officers, employees, agents or subVendors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.
  - d. Vendor further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer.
  - e. The following certification is applicable for professional services consultants and subconsultants only. Vendor shall comply with the Copeland "Anti-Kickback" Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).

- f. The following certification is applicable for professional services consultants and subVendors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records necessary to verify the costs of services rendered under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subVendor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and any books, documents and records of the subVendor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subVendors to comply with the requirements of this provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.
- g. The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et. seq. (2010).
- h. The vendor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the vendor, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the vendor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
- i. Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010)
- j. The following certification is applicable for contractors only. *Affidavit to Maintain a Primary Place of Employment in Illinois.* By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract.

**W. OWNERSHIP AND USE OF DOCUMENTS/INFORMATION**

All bid documents, drawings, specifications, record drawings, and reproducibles shall be and are the property of the Owner and for the Owner's use in such manner as the Owner may deem appropriate; provided, however, that if such documents are used on other work, the Professional Services Consultant shall not be responsible for such use and the Owner hereby releases the Professional Services Consultant from responsibility and liability for such other use and agrees to be solely and completely responsible for such use. Professional Services Consultant represents that bid documents, drawings, specifications, record drawings, and reproducibles shall be original and not infringing on any pre-existing third party rights. Professional Services Consultant hereby assigns all rights, title and interest including copyright in all bid documents, drawings, specifications, record drawings, and reproducibles to Owner. The Professional Services Consultant is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided. Marketing materials, promotional articles, award submittals, conference presentations, and any other public release of project information by the Professional Services Consultant shall be approved by Owner prior to production, submittal or release. Professional Services Consultant agrees not to use the name, logos, trademarks or other protected properties of Owner in advertising or for any other commercial purpose without the prior written approval of Owner.

**X. ERRORS AND OMISSIONS POLICY**

Pursuant to Owner's Error and Omission Policy, Owner reserves the right to recover from the Professional Services Consultant all or a portion of the costs associated with change orders, and/or additional work by others if not incorporated as a contract change order, issued to correct errors or work omitted in the construction documents prepared by the Professional Services Consultant. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery. The Error and Omission Policy is incorporated herein and by reference made a part hereof and is available from Owner or can be referenced at the following web link <https://www.obfs.uillinois.edu/bfpp/section-17-consultants-contractors/section-17-4>.

**Y. SCOPE AND FEE NEGOTIATION POLICY**

The Owner has negotiated scope and fees in good faith with the Professional Services Consultant pursuant to the Owner's Scope and Fee Negotiation Policy. The Scope and Fee Negotiation Policy is incorporated herein and by reference made a part hereof and is available from Owner or can be referenced at the following web link:

[https://www.uocpres.uillinois.edu/UserFiles/Servers/Server\\_7758/file/UI/manual/cpsfnp.pdf](https://www.uocpres.uillinois.edu/UserFiles/Servers/Server_7758/file/UI/manual/cpsfnp.pdf)

**Z. OWNER'S WEB-BASED PROJECT MANAGEMENT SYSTEM ("PRZM")**

Professional Services Consultant shall use the Owner's web-based project management system ("PRZM") to access and exchange project information with team members throughout the Project's life. This includes providing electronic copies of signed Form A or Form B Certifications and Disclosures. Additionally, Supplemental University of Illinois Certifications are incorporated into the contract for each subconsultant; processing payment applications, schedules, change requests/clarifications, project-related submittals; and other services as identified in this Agreement, unless otherwise directed. Failure to comply with this requirement may be deemed a material breach of this agreement. Training on this system is available and is required to be taken by Professional Services Consultant representative.

**AA. OWNER'S WEB-BASED VENDOR SERVICES APPLICATION**

The awarded Professional Services Consultant will be required to register with the Owner's Vendor Services Application and will be required to ensure that all subconsultants, included on Attachment D of the Agreement are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at:

<https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

BB. COUNERTPARTS/FACSIMILE SIGNATURE

This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as and of the day and year first hereinabove set forth.

PROFESSIONAL SERVICES CONSULTANT:

**NAME OF PROFESSIONAL SERVICES CONSULTANT FIRM**

By: \_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

Title: \_\_\_\_\_

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_  
Paul N. Ellinger, Interim Comptroller DATE

## ATTACHMENT A

GUIDELINES FOR REIMBURSABLE EXPENSES ON  
PROFESSIONAL SERVICES CONSULTANTS AGREEMENTS

Reasonable reimbursable expenses as authorized by the Owner in writing will have payment made based on the following:

Surveys, borings and material and equipment testing.

Payment will be based on copy of actual invoice from the Owner-approved firm.

Models, renderings, and mockups.

Payment will be based on copy of actual invoice from the Owner-approved firm.

Reproduction cost of drawings and specifications for review, bidding, construction, and records.

Payment will be based on copy of actual invoice; invoice must identify cost per square foot and sheet size for drawings, number of pages, and exact number of copies for printing.

Miscellaneous

Payment will be based on approval of the Owner's project manager and copy of actual invoice.

Telephone, postage, express mail, and photographs.

Not reimbursable expenses; included in Fees.

Travel.

Not reimbursable expenses; included in Fees.

Lodging.

Not reimbursable expenses; included in Fees.

Meals.

Not reimbursable expenses; included in Fees.

## ATTACHMENT B

## HOURLY RATE SCHEDULES

In accordance with Article F.4. of the Agreement, the following Actual Hourly Rates<sup>^</sup>; general and administration overhead and burden; and negotiated fixed fee apply to all services procured on an hourly basis, commencing on the effective date of this Agreement and ending with conclusion of Professional Services identified in section A of this Agreement or on a date to be determined by a written amendment to the Agreement.

POSITION TITLE/ FUNCTION/COMPANY	ACTUAL HOURLY RATE	OVERHEAD AND BURDEN	NEGOTIATED FIXED FEE (%)	TOTAL HOURLY RATE
Principal				
Engineer				
Etc.				

**EXAMPLE SHOWN BELOW: NOT TO BE SHOWN ON UPSIDE TEMPLATE**

POSITION TITLE/ FUNCTION/COMPANY	ACTUAL HOURLY RATE	OVERHEAD AND BURDEN	NEGOTIATED FIXED FEE	TOTAL
Engineer	\$30/hr.	1.3	7%	\$74/hr

<sup>^</sup> Actual Hourly Rates refers to the rates listed in the Attachment B at the time of signing this Agreement.

**ATTACHMENT C**  
**RETAINER CONTRACT PROJECT WORK ORDER**

Project Work Order Number \_\_\_\_\_

Issue Date \_\_\_\_\_

In accordance with the Owner/Professional Services Consultant Agreement for retainer contract dated **DATE**, by and between **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**, a body corporate and politic of the State of Illinois, hereinafter referred to as "Owner," and **PSC FIRM NAME**, PSC ADDRESS, an ILLINOIS corporation, whose registered agent in Illinois is name of **REGISTERED AGENT NAME, REGISTERED AGENT ADDRESS**, hereinafter referred to as "Professional Services Consultant."

**1. PROJECT INFORMATION:**

Project Name \_\_\_\_\_  
 Project Location \_\_\_\_\_  
 Project Budget \_\_\_\_\_  
 User Contact \_\_\_\_\_  
 User CFOP \_\_\_\_\_

**2. SCOPE OF WORK:**

See *Professional Services Consultant's* proposal dated **DATE**.

**3. SCOPE OF PROFESSIONAL SERVICES:**

See *Professional Services Consultant's* proposal dated **DATE**.

**4. SCHEDULE:**

See *Professional Services Consultant's* proposal dated **DATE**.

**5. COMPENSATION:**

*Professional Services Consultant* shall receive a compensation, subject to additions and deductions provided for herein, for professional services set forth herein, including services performed by professional sub-consultants, a fee, which includes reimbursable expenses as described below:

Fixed Fee ☐ \_\_\_\_\_  
 Hourly Not to Exceed ☐ \_\_\_\_\_

{Describe compensation per Professional Services Consultant's proposal above. List anticipated reimbursable expenses.}

**6. SUBCONSULTANTS:**

Professional Services Consultant must provide the required documentation per Section D of the original retainer agreement with each Project Work Order.

**IN WITNESS WHEREOF**, this work order has been executed and delivered as of the date previously set forth:

Approved:

**PSC FIRM NAME**

\_\_\_\_\_  
 Director of Campus Construction unit  
 (University of Illinois construction unit responsible for  
 respective project)  
 (for professional fees < \$250,000)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Approval on file from Senior Associate Vice President  
 Business & Finance  
 Approval date: \_\_\_\_\_  
 (for professional fees ≥ \$250,000)

ATTACHMENT D  
PSC/SUBCONSULTANT WORK SUMMARY

In accordance with the requirements of Articles D and F.5., please disclose Professional Services Consultant and all Subconsultant(s) name(s), dollar amount, percentage of total Agreement, and identify the Business Enterprise Program (BEP) and Veteran Business Program (VBP) certified Minority, Women, Persons with Disabilities Business, Veteran Owned Small Business, or Service Disabled Veteran Owned Small Business status of the Professional Services Consultant and Subconsultant(s). Each Professional Services Consultant and Subconsultant listed below is required to complete the attached two (2) page Certification form. **These forms must be returned with the signed Professional Services Agreement (PSA).**

PSC/Subconsultant(s) Name/Address	Service(s) Provided (See Note 1)	Total Contract Value	Percentage (%) of PSC Agreement	CMS Diversity Status (MBE, WBE, VOSB, SDVOSB, PBE or N/A)
	Architect	\$ <u>Note 2</u>	<u>Note 2 &amp; 3</u>	<u>Note 3</u>
	Mechanical Engineer	\$ _____	_____	_____
	Electrical Engineer	\$ _____	_____	_____
	Plumbing Engineer	\$ _____	_____	_____
	Fire Protection Engineer	\$ _____	_____	_____
	Civil Engineer/Survey	\$ _____	_____	_____
	Structural Engineer	\$ _____	_____	_____
	Cost Estimator	\$ _____	_____	_____
	Landscape Architect	\$ _____	_____	_____
	Environmental Engineering	\$ _____	_____	_____
	Interior Design	\$ _____	_____	_____
	On Site Observation	\$ _____	_____	_____
	Construction Admin.	\$ _____	_____	_____
	Other Services (List each service separately)	\$ _____	_____	_____
	<b>TOTALS</b>	<b>\$ <u>Note 2</u> (Total Value of PSA)</b>	<b><u>Note 2 &amp; 3</u> (Total to 100%)</b>	<b><u>Note 3</u></b>

*Note 1: PSC and Subconsultant(s) shall be entered separately and all applicable services for each firm identified. This will require the PSC/Subconsultant name listed once for each firm, but list multiple services if participating in more than one service.*

*Note 2: Total Contract Value and Percentage (%) of Professional Services Consultant (PSC) Agreement will be based on future work orders generated for this Retainer. The annual Total Contract Value limit is \$1M.*

*Note 3: The Percentage (%) of PSC Agreement for each BEP/VBP and non-diverse Prime and Subconsultants will be based on the Qualification Submittal (the State of Illinois CDB 255 - Higher Education or CDB 330 forms) and approval in PSC Selection Process (PSP). The PSC will be evaluated on actual percentages of Consultant and Subconsultant on work orders generated for this Retainer against the percentages noted in this Agreement.*

ATTACHMENT D  
PSC/SUBCONSULTANT DIVERSITY CERTIFICATION

Project #/Name: \_\_\_\_\_ Federal Tax Identification #: \_\_\_\_\_  
☐ PSC or ☐ Subconsultant Name \_\_\_\_\_

(Address, City, State, Zip, Telephone)

1. The PSC/Subconsultant certifies that this business is a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Women/Minority Business Enterprise (WMBE), Business Owned by A Person with A Disability (PBE), Veteran Owned Small Business (VOSB) and/or Service Disabled Veteran Owned Small Business (SDVOSB) as certified by CMS and:
  - A. The Business Ownership is:
 

☐ MBE      ☐ WBE      ☐ WMBE      ☐ PBE      ☐ VOSB      ☐ SDVOSB      ☐ Not Certified with CMS

Certificate expiration date is: \_\_\_\_\_
  - B. The Applicable Gender is: ☐ Male ☐ Female
  - C. The Applicable Race/Ethnicity is:
 

☐ Black/African American   ☐ Hispanic American   ☐ Asian American   ☐ Native American/Alaskan   ☐ White/Caucasian American
2. In submitting this form, the PSC/Subconsultant verifies to the accuracy of the information and to the best of their knowledge the information is true and correct, and that the PSC/Subconsultant has agreed to perform the indicated contract/subcontract. The PSC/Subconsultant agrees to immediately notify the Board of Trustees University of Illinois, (*address of the construction unit responsible for the respective project*), of all changes to its status as a Minority, Women, or Person with Disabilities Business Enterprise within 15 days of the occurrence of such changes.

**SEE ADDITIONAL COPY(S) OF ATTACHMENT D, IF APPLICABLE**  
DIVERSITY CERTIFICATION DEFINITIONS

Definitions are controlled by 30 ILCS 575/0.01 and 49CFR Part 26 and are set forth herein for the convenience of the parties.

- A. Minority: The term "Minority", as used in the Agreement, refers to a citizen or lawful permanent resident of the United States who is:
  1. Black/African American: a person having origins in any of the black racial groups in Africa;
  2. Hispanic American: a person of Spanish or Portuguese culture with origins in Mexico, Central or South America, or the Caribbean Islands, regardless of race;
  3. Asian American: a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands;
  4. Native American or Alaskan Native: a person having origins in any of the original peoples of North America.
- B. Women: The term "Women", as used in the Contract Documents, refers to a citizen or lawful permanent resident of the United States who is of the female gender.
- C. "A Person with a disability": The term "A Person with a Disability", as used in the Agreement, refers to a citizen or lawful permanent resident of the United States who qualifies as being disabled pursuant to the provisions of 30 ILCS 575/2(A)(2.1).
- D. Minority-Owned Business (MBE): The term "Minority Owned Business", as used in the Agreement, refers to a business concern which is at least 51 percent owned, by one or more minority persons or, in the case of a corporation, at least 51 percent of the stock is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it. (Minority-Owned Businesses are also referred to as Minority Business Enterprises or MBEs).
- E. Women-Owned Business (WBE): The term "Women Owned Business", as used in the Agreement, refers to a business concern which is at least 51 percent owned by one or more females, or in the case of a corporation, at least 51 percent of the stock is owned by one or more females; and the management and daily business operation of which are controlled by one or more of the females who own it. (Women-Owned Businesses are also referred to as Women Business Enterprises or WBEs).
- F. Women/Minority Owned Business (WMBE): The term "Women/Minority Owned Business", as used in the Contract Documents, refers to a business concern which is at least 51 percent owned by one or more female minorities, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more female minority; and the management and daily business operations of which are controlled by one or more of the female minority who own it. All WMBE firms are considered to be within either "MBE" or "WBE" categories. For purposes of University of Illinois Contract Documents, WMBE firms need to declare which category they will be doing work for the project. Splitting up work between MBE and WBE is not allowed.
- G. Business Owned by A Person with A Disability (PBE): The term "Business Owned by A Person with A Disability", as used in the Agreement, refers to a business concern of which at least 51 percent is owned by one or more persons with a disability, or in the case of corporation, one in which at least 51 percent of the stock is owned by one or more persons with a disability or by a not for profit agency for the disabled organized pursuant to Section 501 of the Internal Revenue Code of 1954; and the management and daily business operations of which are controlled by one or more of the persons with a disability who own it. (Business Owned by A Person with A Disability is also referred to as A Person with A Disability Business Enterprises or PBEs).

- H. Service-Disabled Veteran Owned Small Business: The term "Service-Disabled Veteran Owned Small Business", as used in the Contract Documents, refers to a small business (i) that is at least 51% owned by one or more qualified service-disabled veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified service-disabled veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Department of Central Management Services.
- I. Veteran Owned Small Business: The term "Veteran Owned Small Business", as used in the Contract Documents, refers to a small business "(i) that is at least 51% owned by one or more qualified veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Department of Central Management Services.

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