



**ILLINOIS STATE UNIVERSITY
EXHIBIT DG-2: PROFESSIONAL SERVICES AGREEMENT**
Effective October 23, 2024

Exhibit DG-2

**ILLINOIS STATE
UNIVERSITY**



BOARD OF TRUSTEES
OF
ILLINOIS STATE UNIVERSITY

PROFESSIONAL SERVICES AGREEMENT

This Agreement for professional services is entered into by and between the Board of Trustees of Illinois State University (Owner) and the Architect-Engineer identified below for the rendering of professional services by Architect-Engineer as required by Owner with regard to the Project described below. The Project is to be developed within the Construction Cost Budget set forth below which is included in the Total Project Budget. The Construction Cost Budget does include Architect-Engineer's compensation, construction contingency, Owner's expenses and movable equipment.

Project Description (including citation to program statement), Scope and Location: **Provide Design and Construction Observation services for the XXX Project. See attached Architect-Engineer's Proposal. Contract supersedes proposal.**

Contract Document Order of Precedence

In the event of conflicts or discrepancies among the Contract Documents, the following priorities and order of precedence shall govern. In the event of a conflict between two items that have the same priority of preference, the item with the later date shall govern. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the order the documents shall govern is listed in the following order:

1. The Agreement and Attachments 2. Purchase Order 3. Change Orders and/or written amendments to The Agreement 4. Specifications. 5. Large Scale Drawings 6. Small Scale Drawings 7. Drawing Notes

In the event of a conflict between two items that have the same priority of preference, the item with the later date shall govern. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

Services are to commence upon receipt of the executed Professional Services Agreement, and all services, including construction observation and bid administration support if applicable, shall conclude no later than **XX** unless extended by mutually agreed and executed amendment.

Construction Cost Budget: **XXXX**

Completion Date for Programming Validation Phase described in Article I, A: **X (X) weeks after Contracts**

Completion Date for Schematic Design Phase described in Article I, A: **X (X) weeks after Programming**

Completion Date for Design Development Phase described in Article I, B: **X (X) weeks after Schematic Design**

Completion Date for Construction Document Phase described in Article I, C: **X (X) weeks after Design Development**

Architect-Engineer's Basic Fee described in Article II, B:	\$ XXXX	Design & Observation (aligned with CDB fee handbook)
	-\$ XXXX	Negotiated scope (define)
	\$ XXXX	Professional Services (Base Fee <input type="text"/> %)
	+\$ XXXX	Reimbursables
	\$ XXXX	Contract Amount

Special Consultant Maximum described in Article II, E, 1: Included in Basic Fee.

Name and address of Architectural-Engineer for notices:

Addresses of Owner for notices:

Board of Trustees	and	Facilities Planning, Design & Construction
President's Office		Campus Box 3390
Campus Box 1000		Illinois State University
Illinois State University		Normal, IL 61790-3390
Normal IL 61790-1000		



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I. ARCHITECT-ENGINEER'S SERVICES

The Architect-Engineer's Basic Services shall consist of the phases described below, and include all architectural, structural, civil, mechanical, electrical engineering and consulting services required by the scope of the project. The Architect-Engineer's Basic Services shall include new series of developed renderings at each phase submission, reproduction of contract documents, telecommunications and similar expenditures. The Owner shall not reimburse the Architect-Engineer for such expenditures except for travel as provided herein. The Architect-Engineer's services are subject to the requirements of the Owner's "Design Guidelines and Facilities Standards" and the available program information, aligned with the standards in effect in the year of the signed contract (2022). Illinois State University web site links of which have been provided to Architect-Engineer and Architect-Engineer acknowledges receipt of said documents.

I.A. PROGRAMMING VALIDATION / SCHEMATIC DESIGN PHASES

I.A.1. The Architect-Engineer shall make site inspections and consult with the Owner to ascertain the requirements of the Project. The Architect-Engineer shall assist in programming validation and prepare schematic design studies leading to a recommended solution together with a general description of the Project for approval by the Owner. Architect-Engineer shall provide electronic documents (PDF's), via email to the University Architect, of the final programming and schematic design studies as required by Owner. Prior to initial floor plan submittal as well as prior to any subsequent submittals, A/E shall request room numbering sequence from ISU Facilities Planning, Design and Construction and provide any necessary electronic files to do so. Room numbering sequences not provided by FPD&C will be unacceptable.

I.A.2. The Architect-Engineer shall submit to the Owner a construction cost estimate and schedule at the completion of this phase based on current area, volume or other unit costs. In the event that the total of such estimate exceeds the Construction Cost Budget, as set forth on page 1 of this Agreement, the Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the schematic design studies and estimate in a manner satisfactory to the Owner so that the total of the revised estimate shall not exceed the Construction Cost Budget.

I.A.3. The Architect-Engineer shall provide all services and materials set forth in this phase by the date set forth on page 1 of this Agreement. Allow ten (10) working days for owner review and comment incorporation in subsequent submittals.

I.B. DESIGN DEVELOPMENT PHASE

I.B.1. The Architect-Engineer shall prepare from the approved schematic design studies the design development documents, consisting of plans, including equipment layouts, elevations, sections, mechanical, electrical and other drawings and outline specifications to establish and illustrate the size and character of the project in its essentials as to kinds of materials, types of structural, mechanical and electrical systems, site work and such other work as may be required. The Architect-Engineer shall provide electronic documents (PDF's), via email to the University Architect, of the final design development documents. Prior to any floor plan submittal, A/E shall request an updated room numbering sequence from ISU Facilities Planning, Design and Construction and provide any necessary electronic files to do so. Room numbering sequences not provided by FPD&C will be unacceptable.

I.B.2. The Architect-Engineer shall submit to the Owner a construction cost estimate and schedule at the completion of this phase. In the event that the total of such estimate exceeds the Construction Cost Budget, the Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the design development documents and estimate in a manner satisfactory to the Owner so that the total of the revised estimate shall not exceed the Construction Cost Budget.

I.B.3. The Architect-Engineer shall provide all services and materials set forth in this phase by the date set forth on page 1 of this Agreement. Allow ten (10) working days for owner review and comment incorporation in subsequent submittals.

I.C. CONSTRUCTION DOCUMENTS PHASE

I.C.1. From the approved design documents, the Architect-Engineer shall prepare the construction contract documents which set forth in detail the requirements for all the architectural, structural, civil, mechanical, electrical and the assigned service connected equipment work, site work and utilities. The Architect-Engineer shall assist in the preparation of the bidding information, including the Supplemental Conditions and other construction contract documents, as required by the Owner, in the form prescribed by the Owner, hereinafter referred to as the Contract Documents.

I.C.2. At 50% completion of the Construction Documents Phase, all subsequent phases, as required, if 50% submittal deemed underdeveloped and including 100% completion of the Construction Documents Phase, the Architect-Engineer shall submit for review, electronic documents (PDF's and the complete Revit Model - latest version), via email to the University Architect. Allow ten (10) working days for owner review and comment incorporation in subsequent submittals. Prior to any floor plan submittal, A/E shall request an updated room numbering sequence from ISU Facilities Planning, Design and Construction and provide any necessary electronic files to do so. Room numbering sequences not provided by FPD&C will be unacceptable. At the 50% and 100% phases a further construction cost estimate, with base bid and alternates identified aligned with subdivisions (as required in Article I, C, 5), at the completion of this stage shall be submitted as well. Said estimate shall be in sufficient detail to permit a review by Owner of the design for the purpose of making such changes, substitutions or reductions in the scope of the work as may be necessary to keep the Project within the Construction Cost Budget. The reviews shall not be considered final approval of work completed.

I.C.3. In the event that the total of such estimate exceeds the Construction Cost Budget, the Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the working drawings, specifications and estimate in a manner satisfactory to the Owner so that the total of the revised estimate shall not exceed the Construction Cost Budget.

I.C.4. The Architect-Engineer as part of its Basic Services shall prepare reflected ceiling plans and coordination drawings, where appropriate. All electrical drawings shall be circuited, and all duct work shall be drawn double-lined. Proposed construction phasing schedule will be coordinated and submitted with each required construction estimate(s).

I.C.5. If the Design Development Construction Cost Budget exceeds \$250,000.00, the Architect-Engineer shall coordinate Construction Documents to comply with the provisions of the Illinois Procurement Code (30 ILCS 500/30-30) regarding the preparation of separate specifications for equipment, labor and materials in connection with each of the seven following subdivisions of the work included within the Project: (1) plumbing, (2) heating, piping, refrigeration, (3) automatic temperature control systems, including the testing and balancing of such systems, (4) ventilating and distribution systems for conditioned air including testing and balancing of such systems, (5) electrical wiring, (6) fire protection, and (7) general contract work.

I.C.6. In preparing working drawings and specifications, no significant deviation shall be made from the approved design development documents without first obtaining the Owner's written approval for such change.



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1.C.7. The Architect-Engineer shall provide all of the services and materials set forth in this phase by the date set forth on page 1 of this Agreement. Allow ten (10) working days for owner review and comment incorporation in subsequent submittals.

1.D. BIDDING PHASE

1.D.1. The Architect-Engineer shall assist the Owner in soliciting bids and, when directed by the Owner, attend in person a pre-bid conference at a date not less than ten (10) days prior to the date of the bid opening at which conference the Owner's projected construction schedule may be presented.

1.D.2. The Architect-Engineer shall assist the Owner in the review and evaluation of bids received and submit an analysis and written recommendations for the award of the construction contracts. If requested by the Owner, the Architect-Engineer shall submit the tabulated bid results and recommendations to the Board of Trustees at a public meeting.

1.D.3. If the lowest bona fide bid exceeds the Construction Cost Budget, the Owner may authorize rebidding of the Project within a reasonable time. The Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the working drawings and specifications to conform to the Construction Cost Budget. The Architect-Engineer shall, without additional compensation, assist the Owner in rebidding the Project and in awarding and preparing construction contracts following such rebidding.

1.D.4. Within ten (10) working days of the issuance of the final addenda the Architect-Engineer shall provide electronic documents (PDF's and the complete Revit Model - latest version, also upon request in AutoCAD .dwg format), via email to the University Architect, of a fully coordinated Construction Set incorporating all addenda issued prior to receipt of bids.

1.E. CONSTRUCTION PHASE

1.E.1. The Construction Phase is herein defined as the period of time commencing with the receipt of the Prime Contractors executed contract with construction by the contractors and terminating upon approval by the Owner of the final Certificate of Payment. During a period of one year from the date of approval of the final Certificate of Payment, the Architect-Engineer shall, upon the request of the Owner, provide such services as are necessary in connection with the performance of remedial work by the contractors or subcontractors, pursuant to the guarantee provisions of their respective contracts or subcontracts.

1.E.2. The Architect-Engineer shall check and approve all shop drawings and samples and advise the contractors as to the Architect-Engineer's approval or disapproval of such shop drawings or samples; prepare and process change orders; issue Certificates of Payment; prepare monthly construction progress reports, which reports shall include an analysis of construction, field progress, anticipated delays and the reasons therefor; secure and deliver to the Owner insurance certificates, waivers of lien, affidavits, written guarantees, operation and maintenance manuals, record drawings and other documentation required of the contractors including the sworn statement of the names of all parties furnishing materials and labor, and of the amount due or to become due each, required by Section 5 of the Mechanic's Lien Act of Illinois. The Architect-Engineer shall review the contractors' statements, waivers of lien and other evidence of payment and recommend action concerning contractors' periodic and final applications for payment. Prior to final payment by the Owner to the contractors and the Architect-Engineer, the Architect-Engineer shall secure and deliver to the Owner waivers of lien from each prime contractor and each subcontractor and material supplier covering all payments certified by the Architect-Engineer and an affidavit from each contractor stating that it has paid all bills incurred by it in connection with the Project. Where there is a prime contractor or where the Owner has assigned the contracts with other contractors to a prime contractor, the Architect-Engineer shall perform the foregoing duties with respect to the prime contractor, which prime contractor shall have been given the responsibility for coordination of all other contractors' work.

1.E.3. The Architect-Engineer shall review the progress of construction and endeavor to protect the Owner from deficiencies in the work of the contractors and subcontractors. The Architect-Engineer shall examine critical materials and major items of equipment to be installed to ascertain that such materials and equipment comply with the requirements of the Contract Documents. The Architect-Engineer shall observe the contractors' progress and shall endeavor to keep the Project within time requirements by recommending to the contractors and subcontractors the steps that would aid in restoring or maintaining the Project schedule. By issuing recommendations to the Owner for payment to the contractors, the Architect-Engineer shall represent to the Owner that, to the best of its knowledge, information and belief, the work is substantially in accordance with the Contract Documents and the amount of payments is justified. The Architect-Engineer and its consultants shall, upon substantial completion, prepare the necessary punch lists and shall endeavor to close out the Project as quickly as feasible. Where there is a prime contractor or where the Owner has assigned the contracts with other contractors to a prime contractor, the Architect-Engineer shall perform the foregoing duties with respect to the prime contractor, which prime contractor shall have been given the responsibility for coordination of all other contractor's work.

1.E.4. The Architect-Engineer shall provide field personnel for adequate on-site observation for the purpose of reviewing the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. On the basis of its on-site observation, the Architect-Engineer shall keep the Owner informed of the progress of the work and shall use its best efforts to guard the Owner against defects and deficiencies in the work of the contractors. The Architect-Engineer shall provide additional personnel qualified to examine all aspects of the Project, including, but not limited to, general construction, electrical and mechanical aspects. The Architect-Engineer shall ensure that the project and its components function as intended in design at the completion of the work.

1.E.5. If requested by the Owner, the Architect-Engineer shall make recommendations on any claims between the Owner and any contractor with whom the Owner has a contract relating to the Project and on any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

1.E.6. Within 60 days of substantial completion and prior to final payment, the Architect-Engineer shall furnish electronic documents (PDF's and the complete Revit Model - latest version), via email to the University Architect. The Architect-Engineer shall record all changes that have been made in the completed Project, with special emphasis on electrical and mechanical work, and shall eradicate all work not constructed or installed so that said prints will be a final record of the work as built reflecting only work actually constructed or installed. The Architect-Engineer shall be responsible for the correctness of said prints. Ten percent (10%) of the Architect-Engineer's Basic Fee shall be retained by the Owner pending receipt by the Owner of said prints.

II. ARCHITECT-ENGINEER'S COMPENSATION

The Owner agrees to compensate the Architect-Engineer in accordance with the terms and conditions of this Agreement subject to the provisions of this Article.



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II.A. FINAL CONSTRUCTION COST

For the purpose of this agreement, the Owner and the Architect-Engineer agree that the Construction Cost Budget as set forth on page 1 shall be amended to Final Construction Cost as follows:

For completed construction, the total cost of all such work.

For work not constructed, the Construction Cost Budget for the work not constructed or the lowest bona fide bid received from a qualified bidder for any and all such work if said bid is lower than the Construction Cost Budget for the work not constructed.

For work for which no bids are received within the Construction Cost Budget for the work, the lesser of the latest construction cost estimate or the Construction Cost Budget for the work.

II.B. BASIC FEE

For the Architect-Engineer's Basic Services, as described in Article I, the Basic Fee shall be as set forth on page 1 of this Agreement. The Architect-Engineer shall not receive compensation in addition to its Basic Fee for services provided by equipment or material manufacturers or suppliers. The base fee allowed will align with the Illinois Capital Development Board (CDB) most current at effective date of the contract "Centralized Fee Negotiation Professional Services and Fees Handbook." Any exclusions to contract requirements will be deducted from that fee.

II.C. ADDITIONAL SERVICES

If the Architect-Engineer shall be requested by the Owner in writing to perform services in addition to the Basic Services specified in Article I, the Architect-Engineer shall negotiate an equitable adjustment in the Architect-Engineer's compensation based on the initial agreed upon base fee percentage of construction costs at a maximum. That additional service fee will be based on the estimated cost of the change.

II.D. CHANGE ORDERS

II.D.1. No fee shall be deducted on credit change orders, except on adjustment of stated allowance, in which case the Basic Fee shall be reduced accordingly.

II.D.2. On additive change orders, with the exception of those listed in subparagraphs 3 and 4 below, the Architect-Engineer's fee shall be computed as provided in Section B of this Article.

II.D.3. On additive change orders occasioned by the Architect-Engineer's failure to design or specify correctly in the Contract Documents or to call to the attention of the Owner in writing prior to receipt of bids any item or system necessary in or to the functioning of the Project or contained in the Owner's program or prerequisite requirements which were known or should reasonably have been known by the Architect-Engineer at the time of the receipt of bids, no Architect-Engineer's fee shall be paid.

II.D.4. On additive change orders occasioned by a change in or the removal of any item or system incorporated in the Project, which change or removal is made necessary by the failure of the Architect-Engineer to design, specify or supervise the construction or installation of such item or system in accordance with standard architectural or engineering practice or, if such item or system is included in the Owner's program or prerequisite requirements, in accordance therewith, provided such program or prerequisite requirements were known or should reasonably have been known by the Architect-Engineer at the time of such construction or installation, no Architect-Engineer's fee shall be paid.

II.D.5. On those change order requests initiated by the Owner, with the exception of those listed in subparagraphs 3 and 4 above, which cause the Architect-Engineer undue expense and are not accepted as change orders, the Architect-Engineer's fee shall be as provided in Section C of this Article.

II.E. REIMBURSABLE EXPENSES

II.E.1. Fees for special consultants as provided for in Article III shall be paid as reimbursable expenses of the Architect-Engineer for such services, subject to a maximum reimbursement as set forth on page 1 of this Agreement.

II.E.2. Illinois State University will reimburse travel in amounts not to exceed rates established by the State of Illinois Higher Education Travel Control Board. Illinois State University web site links of which have been provided to Architect-Engineer and Architect-Engineer acknowledges receipt of said documents

II.F. TIME OF PAYMENT

Payment shall be made monthly in proportion to services performed to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the work:

Programming / Schematic Design Phase	20%
Design Development Phase	40%
Construction Documents Phase	65%
Bidding Phase	70%
Construction Phase	90%
Submission of Record Drawings	100%

Include sample of current project status deliverable showing changes since last request and/or report of services (quantity) rendered during Construction observation period.

Construction Phase billing to align with Construction percent completion.

Payments for additional services of the Architect-Engineer and for reimbursable expenses shall be made upon presentation of the Architect-Engineer's statement of services rendered. No payment shall be made to the Architect-Engineer on account of additional services or reimbursable expenses unless such services or expenses have been authorized in advance by the Owner in writing.



III. ARCHITECT-ENGINEER'S RIGHTS AND RESPONSIBILITIES

III.A. ARCHITECT-ENGINEER AS INDEPENDENT CONTRACTOR

The Architect-Engineer is an independent contractor and in providing services under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of this Agreement.

III.B. ARCHITECT-ENGINEER'S CONSULTANTS

Architect-Engineer shall employ, at its own expense, structural, mechanical, electrical, civil consultants, engineers and services presented in their qualification based selection (QBS) submission, as may be required for the effective performance of the services herein described. Special consultants, as additionally requested by the Owner (i.e. pass thru Geotech and initial site topographical surveying), shall be selected jointly by the Architect-Engineer and the Owner. Recommendations or suggestions from consultants shall be submitted by the Architect-Engineer to the Owner and after joint approval, shall be incorporated into the Contract Documents. The Architect-Engineer shall not receive additional compensation for coordinating material submitted by consultants and incorporating it into the Contract Documents, but shall perform such work as part of its Basic Services. The name of any consultants proposed to be employed to assist the Architect-Engineer in performing engineering and other professional services shall be submitted to the Owner for approval in writing before employment, but, notwithstanding such approval, the Architect-Engineer shall be responsible for the work of and payment to all consultants. Where such consultant's fee shall be paid out of an allowance included as part of a construction contract, such allowance shall not be included in computing the Architect-Engineer's fee based on construction cost.

III.C. RECORDS OF TIME AND EXPENSES

The Architect-Engineer shall maintain records of its time, Direct Personnel Expenses ("DPE") and reimbursable expenses pertaining to any services performed on any basis of unit time costs or reimbursable expense. Such records shall be kept on generally recognized accounting basis and shall be available to Owner or its authorized representative during normal business hours.

For the purposes of this Agreement, Direct Personnel Expenses shall be considered gross salary and the cost of the employee's related statutory benefits, health insurance, sick leave, holidays, vacations and participation in pension and profit sharing plans qualified and approved by the Internal Revenue Service., as negotiated and approved by the university.

III.D. PROJECT CODES, STANDARDS, REGULATIONS AND OWNER'S POLICIES/PROCEDURES

The Architect-Engineer shall prepare the Contract Documents in accordance with all applicable codes, standards and regulations. The Architect-Engineer shall design the Project in accordance with the policies and procedures of the Owner, copies of which have been provided Architect-Engineer and Architect-Engineer acknowledges receipt of said documents.

III.E. COOPERATION WITH OWNER'S CONSULTANTS

The Architect-Engineer agrees to cooperate with any consultant retained by Owner.

III.F. ARCHITECT-ENGINEER'S NON-PERFORMANCE OR DELAY

The Architect-Engineer shall be liable to Owner for reasonable expenses incurred by Owner, including court costs, as the result of the Architect-Engineer's non-performance or delay in the performance of the services required by the terms of this Agreement and to the extent not caused by persons or events beyond his control. In order for the Architect-Engineer to complete its services within the time scheduled herein, the Architect-Engineer, without additional compensation, any be required to increase the number of shifts or overtime operations, days of work, or all of them.

III.G. LIABILITY OF THE ARCHITECT-ENGINEER - ERRORS AND OMISSIONS

The Architect-Engineer states that his consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform in connection with the Project and shall promptly, upon notice or discovery, make necessary revisions or corrections of errors, ambiguities, or omissions in its drawings and specifications for the Project without additional compensation. Acceptance of the Architect-Engineer's drawings and specifications by Owner shall not relieve the Architect-Engineer of responsibility for subsequent corrections of its errors or omissions or for the clarification of any such ambiguities in the drawings and specifications.

The Architect-Engineer shall also be liable to Owner for the cost of corrective work and repairs and replacement of work required as a result of errors, ambiguities or omissions arising out of its failure to exercise reasonable care and skill, but only to the extent that such cost exceeds the cost Owner would have incurred had bids been received upon the drawings, and specifications prepared without such errors, ambiguities, or omissions. Rework of specified constructed space due to Architect-Engineer errors and negligence (excluding ambiguities or omissions) will be at the sole expense of the Architect-Engineer.

Notwithstanding the above provisions, it shall be the duties of Owner to make reasonable effort to mitigate damages attributable to the Architect-Engineer and accruing to the Owner.

III.H. LEGAL RESPONSIBILITY

The Architect-Engineer shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The Architect-Engineer shall be responsible for the performance of consultants or persons retained by the Architect-Engineer as if performed by it, but the Architect-Engineer shall not be responsible for the performance of consultants or persons retained or employed by the Owner or others, or consultants Owner directs to be retained by the Architect-Engineer not related to design or construction services.



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Owner's right to review the work of the Architect-Engineer as herein provided, shall not be construed as relieving the Architect-Engineer from its professional and legal responsibility consistent with the services required under this Agreement.

III.I. INDEMNIFICATION

The Architect-Engineer hereby agrees to indemnify, keep and save harmless, Owner, and the State of Illinois and their respective board members, officers, agents and employees. In both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees which are the result of an error, omission or negligent act of the Architect-Engineer or any of the employees or agents arising out of or resulting from the performance of service under this Agreement except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

III.J. CONTRACTOR INDEMNIFICATION

Owner shall require the contractor to defend, indemnify and hold harmless the Owner and the Architect-Engineer for all claims, damages, lawsuits and expenses, against the Owner and the Architect-Engineer, including Attorneys' fees, arising out of or resulting from the performance of the work, except where such is due to the active error, omission or negligence of the party seeking to be indemnified.

III.K. INSURANCE

The Architect-Engineer has procured, or shall procure within two (2) weeks from the date hereof, and shall endeavor to keep in force with respect to its overall practice until two (2) years after performance of this Agreement has been completed, the following insurance coverages and minimum limits of insurance as listed below.

Insurance Coverages	Minimum Limits of Insurance
Worker's Compensation and Occupational Diseases and Employer's Liability 1. Worker's Compensation and Occupational Diseases 2. Employer's Liability	1. Illinois Statutory Limits or Statutory Limits in which the Contractor and/or subcontractor is domiciled. 2. \$500,000 per occurrence
Commercial General Liability (must include contractual liability)	\$1,000,000 per occurrence and \$2,000,000 aggregate
Commercial Auto Liability (including owned, hired and non-owned coverage)	Combined Single Limit \$1,000,000 per occurrence OR Bodily Injury \$1,000,000 per occurrence and Property Damage \$500,000 per occurrence
Professional Liability / Errors and Omissions	\$1,000,000 per occurrence and \$2,000,000 aggregate

Umbrella liability insurance may be used to meet any of the above requirements.

Consultants to the Architect-Engineer must comply with the same insurance coverage requirements as the Architect-Engineer. Consultants shall submit the required Certificate of Insurance through the Architect-Engineer.

The required insurance coverages shall not carry a deductible amount greater than Ten Thousand and 00/100 Dollars (\$10,000.00) unless reviewed and approved of by the Owner.

The insurance companies providing coverage must have a B+VI or better rating in the current edition of Best's Key Rating Guide.

The Board of Trustees of Illinois State University shall be named as additional insured on the Commercial General Liability coverage. The following wording shall appear on any Certificate of Insurance provided: "The Board of Trustees of Illinois State University is an additional insured for any liability arising from the activities of the Architect-Engineer and/or Consultants performing work on behalf of the Architect-Engineer."

If a policy is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede commencement of services by the Architect-Engineer or Consultant under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years.

The Architect-Engineer shall furnish to the Owner all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract no less than three (3) business days prior to the commencement of services.

The Owner reserves the right to modify the requirements for insurance coverages and minimum limits to better fit requirements for the services provided.

III.L. MEETING RECORDS

The Architect-Engineer shall prepare the minutes for all conferences which it attends and shall promptly forward electronic documents (PDF's), via email to the University Architect. The Architect-Engineer or its field representative shall conduct field observations at regular intervals with representatives of various trade and contractors engaged in construction of the Project, prepare minutes of such observations and forward, electronic documents (PDF's), via email to the University Architect.

IV. OWNER'S RIGHTS AND RESPONSIBILITIES

IV.A. TITLE TO DOCUMENTS

All of the documents and drawings prepared by the Architect-Engineer in fulfillment of this agreement shall be the property of the Owner, which shall have full right and privilege to use, and to authorize others to use, said documents and drawings in any manner and for any purpose without permission from or payment to the Architect-Engineer of any compensation in addition to that provided for in this agreement. The Owner agrees that the Architect-Engineer shall not be responsible for the use or workability of working drawings and specifications prepared hereunder in connection with any project other than the project for which they were specifically prepared. In the event that the Owner awards a contract for professional services in connection with the construction of the Project to a firm other than the Architect-



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Engineer or in the event that the Owner does not approve the construction of the Project, none of the rights and privileges of the Owner specified in this Article shall be thereby diminished.

IV.B. INFORMATION PROVIDED BY OWNER

The Owner shall provide full information regarding its requirements for the Project at its expense, and the Architect-Engineer shall be entitled to rely on the accuracy thereof.

IV.C. OWNER PROVIDED SERVICES

Insofar as the furnishing of such services relate to the Owner's obligations with reference to the Project, the Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, and such auditing services as it may require to ascertain how or for what purposes the contractors used moneys paid to the contractors under the construction contracts.

V. JOINT RIGHTS AND RESPONSIBILITIES

V.A. INTERPRETATION OF AGREEMENT

Owner shall determine every question of fact which may arise in relation to the interpretation of this Agreement and the Architect-Engineer's performance of its respective obligations and responsibilities hereunder. In the event of an adverse decision, the Architect-Engineer's recourse shall be that granted to him by the Illinois Court of Claims as set forth in the Illinois Court of Claims Act (Ill. Rev. Stats. Ch. 37, Sec. 439.1 et seq) or as otherwise provided by law. The Architect-Engineer shall proceed diligently with the performance of this Agreement and in accordance with Owner's decision whether or not the Architect-Engineer has an active claim pending. Continuation of the work shall not be construed as a waiver of any rights accruing to the Architect-Engineer.

V.B. CHANGES IN SCOPE

The Construction Cost Budget or Scope of the Project may be revised from time to time after the date hereof by Owner. Should Owner elect to change the Construction Cost Budget or Scope of the Project to the extent that services to be performed by the Architect-Engineer are substantially altered, Owner and the Architect-Engineer shall negotiate an equitable adjustment in the Architect-Engineer's compensation shall be adjusted as provided in Article II Section C.

V.C. PROJECT REPRESENTATIVES

The Architect-Engineer shall identify, in writing, one person who shall be designated Project Representative. Contact by the Owner with the Architect-Engineer shall be through the Project Representative. The Owner shall identify, in writing, one person who shall be Owner's Representative. Owner's Representative shall have full authority to make decisions connected with the Project and approve submissions, other than requests for payment, from Architect-Engineer. Contact by Architect-Engineer with Owner shall be through Owner's Representative. Requests for payment shall require the approval of University Architect-Engineer.

V.D. NOTICES

Any notice or approval permitted or required herein shall be in writing and may be emailed, all charges prepaid. Any such notice shall be deemed to have been given when placed in the United States mail or other delivery service addressed to the Architect-Engineer and the Owner at the addresses as shown on page 1 of this Agreement or as amended in writing. One copy of notices to the Owner shall be delivered to each address of the Owner shown on page 1 of this Agreement.

VI. SUSPENSION OR TERMINATION OF CONTRACT

VI.A. SUSPENSION

The Owner may suspend this agreement on thirty (30) days' written notice for a maximum period of twelve (12) months. In the event of suspension of this agreement not occasioned by default of the Architect-Engineer, the Architect-Engineer shall be paid for services performed prior to the suspension date, pursuant to the provisions of Article II, Section F. Payment for services suspended at an intermediate stage, at which the percentage of completion of services any be difficult to determine, shall, if the parties hereto cannot agree to such percentage, be made in accordance with Article II, Section C for services in the phase under way at the time of suspension, plus the percentage due for previous phases as set forth in Article II, Section F. In the event a suspended project is reactivated, consideration shall be given for fees previously paid. The Architect-Engineer shall deliver to the Owner all design documents, reports, working drawings and specifications which have been prepared by the Architect-Engineer as of the date of such termination or suspension prior to final payment.

VI.B. TERMINATION FOR LACK OF APPROPRIATIONS

Obligations of Owner will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

VI.C. FORCE MAJEURE

It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any



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documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

V.I.D. TERMINATION - GENERAL

The Owner may terminate this Agreement on thirty (30) days' written notice to Architect-Engineer. In the event termination is not occasioned by default of the Architect-Engineer, Architect-Engineer shall be paid for services performed prior to the termination date pursuant to the schedule in Article II, Section F based upon percentage of completion. Payment for services terminated at an intermediate stage, at which the percentage of completion of services may be difficult to determine, shall, if the parties hereto cannot agree to such percentage, be made in accordance with Article II, Section C for services in the phase under way at the time of termination, plus the percentage due for previous phases as set forth in Article II, Section F. Upon termination, Architect-Engineer shall deliver to Owner all reports and drawings which have been prepared by Architect-Engineer as of the date of termination prior to final payment.

VII. GENERAL PROVISIONS

VILA. WAIVER

The waiver by either party of any breach of this Agreement shall not constitute a waiver of any succeeding breach.

VILB. COUNTERPARTS

This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

VILC. APPLICATION OF ILLINOIS LAW AND CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Jurisdiction for any legal action arising from or in connection with this Agreement shall be limited to the State of Illinois.

VILD. ENTIRE AGREEMENT

This agreement and attached Certifications and Additional Terms constitute the entire agreement between the parties hereto and can be modified only by written amendment.

IN WITNESS WHEREOF, the Architect-Engineer and the Owner, for themselves, their successors, executors, administrators and assigns, have caused this Agreement to be executed.

X
X
X

By: _____

Name: _____

Title: _____

Date: _____

**The Board of Trustees of
Illinois State University**

By: _____

Name: Ernest Olson

Title: Director of Purchases

Date: _____



Certifications and Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.



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8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain 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. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United Certifications -

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States Department of Commerce. 30 ILCS 582.

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor



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will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.

Certifications - V.15.1