

## **Contracts+ Document Submittal Requirements**

**Important Note: Delete this page from the Main Document prior to submitting the contract to the Internal Review Round.**

### **Design Contract Award**

REMINDER: The following documents must be submitted as PDF for the PSC before contract review can begin. After document reviews are completed by UOCP, an Award posting on the Procurement Bulletin will be requested. A reminder that CEI Review and PPB Waiver will be issued no sooner than on the 15th calendar day after the Award has been published on the Bulletin.

- IPG Form A, Form B, or the submitted CPO Financial Disclosure Affidavit
- Required Procurement Posting Information
- BEP Utilization – All Submissions
- Conflict of Interest Review & Acceptance, if applicable
- PSP: Initial Evaluation Composite Form
- PSP: Professional Services Approval Request Form
- PSP: Approval Form to Negotiate with Recommended PSC From Discussion Meeting (Retainer Only)

OWNER/CONSTRUCTION MANAGER  
PROFESSIONAL SERVICES AGREEMENT

**[[ Project Name (FCPWeb Name Preferred) ]]**  
**([[ Capital Project Number (FCPWeb Project # Preferred) ]])**

UNIVERSITY OF ILLINOIS

THIS AGREEMENT, made and entered into in the City of [[ Agreement Location ]], 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 (Primary Second Party) ]]  
[[ Street Line 1 (Primary Second Party) ]]  
[[ City/Town (Primary Second Party) ]], [[ State/Province (Primary Second Party) ]] [[  
Postal Code (Primary Second Party) ]]

a(n) [[ Construction Management Firm - Legal Structure ]] existing under the laws of the State of [[ Construction Management Firm - Laws of The State Of ]], hereinafter referred to as "Construction Manager" whose registered agent in Illinois is

[[ Construction Management Firm - Registered Agent Name ]]  
[[ Construction Management Firm - Registered Agent Address ]]  
[[ Construction Management Firm - Registered Agent City ]], [[ Construction Management  
Firm - Registered Agent State Code ]] [[ Construction Management Firm - Registered  
Agent Zip Code ]]

WITNESSETH:

WHEREAS, Owner desires Construction Manager to provide professional services in connection with the [[ Project Name (FCPWeb Name Preferred) ]] ("Project") at the [[ Project Location ]] campus of the University of Illinois, and

WHEREAS, the Project is to be developed with an estimated Construction Budget of \$[[ Total Construction Budget ]] including a Furniture, Fixtures and Equipment (FFE) Budget of \$[[ FFE Budget Amount ]] and

WHEREAS, the Agreement includes the NAME OF PHASE(S) services only. It is the intent of the Owner to seek approval and additional funding to execute this based wholly or in part on the completed NAME OF PHASE(S). If additional services are to be completed by this Agreement, a revised project Program Statement will be developed by the Owner at the completion of the NAME OF PHASE and an amendment to this Professional Services Agreement will be executed to include any or all of the phases required. The services shown on Attachment E are examples of services that may be included in the amendment, but services will be adjusted based on the needs of the project, and

NOW, THEREFORE, the Owner and the Construction Manager, 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

Pursuant to this Agreement, Construction Manager agrees to provide basic services to further the interests of the Owner by furnishing the Construction Manager's technical and business skill and judgment in correlation with the services of a Professional Services Consultant(s) and Commissioning Agent(s) whose services are as described in a separate agreement. The Construction Manager's services shall consist of [[ PSC - Number of Phases (Written) ]] ([[ PSC - Number of Phases (Numeric) ]]) phases. Each phase shall be reviewed by Owner and subject to availability of funds of the University and approved in writing prior to commencement by Construction Manager of the subsequent phase. It is further understood that this Project will be managed on a fast track schedule with phased bid packages.

The Construction Manager shall work in coordination with the following consultants retained by the Owner or on behalf of the Owner through the completion of the Project:

[[ Professional Services Firm - Name ]], [[ Professional Services Firm - Address ]], [[ Professional Services Firm - City ]], [[ Professional Services Firm - State Code ]], [[ Professional Services Firm - Zip Code ]] and hereinafter referred to as "Professional Services Consultant(s)."

The Construction Manager in working in coordination with Professional Services Consultant(s) and/or any other of the Owner's retained consultants does not assume any of the contractual responsibilities of the Professional Services Consultant(s) or any other consultant to the Owner.

Without limitation of any other provision of this Agreement, the Construction Manager 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 firms engaged in the construction administration of projects of comparable size and complexity, and in strict accordance with all applicable laws, codes, industry standards. Neither the review nor the approval of the work or services of the Construction Manager 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 Construction Manager 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 Construction Manager shall furnish efficient business administration and supervision of the Construction Manager's staff and subconsultants and shall perform the services in the most expeditious and economical manner consistent with the standards set forth in this Agreement.

The Owner acknowledges that it has obtained the services of the Professional Services Consultant (which term shall be understood to also include all design professionals utilized in the Project) and Trade Contractors, to whom it has respectively delegated full, specific project design and construction and safety responsibilities, as well as having obtained the services of others such as testing and inspection agencies and attorneys. As such, the services of the Construction Manager are intended to afford the Owner assistance in administering the services of others, and, subject to specific testing, inspection and similar services set forth in this Agreement, are not to include responsibility, in any way, for the Work of others or for the discovery of deficiencies in the Work of others. The Construction Manager will not self-perform any of the Work. All Work will be performed by qualified Trade Contractors. Construction Manager shall coordinate schedule between all contractors involved with the work as outlined in Section 6. Construction Phase. If liquidated damages are included on the project, Construction Manager shall determine percentages of fault per contractor and make recommendations for assessing liquidated damages.

#### BASIC SERVICES

<Alternate Clause: CM - Planning and Programming Phase Alt>

<Yes Option: 'CM - Planning and Programming Phase – Yes>

#### 1. PLANNING/PROGRAMMING PHASE

##### a. Planning Phase

The Construction Manager shall provide services during the Planning Phase to support selection of a Professional Services Consultant for design services as set forth below:

1. Review Owner's original design drawings, previous design concepts, and available records as provided by Owner. Evaluate previous studies to develop understanding of their contents, in order to assist Owner in developing planning and programming that will meet Owner's criteria for Scope, Budget, and Schedule.
2. Attend Professional Services Consultant's (PSC) design presentations during PSC selection and promptly (within one week) provide written input to Owner regarding design, schedule, constructability, and estimated costs of each of the proposed designs.

3. Assist Owner in selection of design scheme compatible with programming needs that will be developed during Planning Phase.
4. Assist Owner in selection of Professional Services Consultant(s) for project design.

b. Programming Phase

The Construction Manager shall provide services during the Programming Phase as set forth below:

1. Develop a complete scope of the work for the project by working with the selected Professional Services Consultant(s) and Owner.
2. Assist and actively participate with the Professional Services Consultant during programming to ensure design is progressing as necessary and meets Owner's expectations for cost, schedule, and constructability. Attend regular meetings with the Professional Services Consultant and actively evaluate and recommend alternatives in a timely manner. Provide written feedback to the Owner's representative.
3. Prepare an execution plan and schedule for Design/Bid/Build delivery for the complete project that meets Owner's requirements for construction of entire scope, consistent with applicable regulations and requirements for procurement, during the time frame specified.
4. Conduct investigations and inspections critical to constructability and schedule needs for use in design.
5. Review Professional Services Consultant(s)'s cost estimate and provide comments to the Owner.

<End: 'CM - Planning and Programming Phase – Yes'>

<Alternate Clause: CM - Schematic Design Phase Alt>

<Yes Option: 'CM - Schematic Design Phase – Yes'>

2. SCHEMATIC DESIGN PHASE

The Construction Manager shall provide services during the Schematic Design phase as set forth below:

- a. Develop a comprehensive project schedule with input from the Owner and Professional Services Consultant(s) that includes adequate detail to actively track progress through the pre-construction phase. Monitor all activities during the pre-construction phase and work with the Owner and Professional Services Consultant(s) to assure that the schedule is maintained. Promptly notify the Owner and Professional Services Consultant(s) of any deviations from the schedule or concerns the Construction Manager may develop regarding project progress and recommend appropriate corrective action. Development and management of the project schedule including taking and recommending appropriate corrective action is one of the primary responsibilities of the Construction Manager throughout the entire project.
- b. Review Project scope overview with Professional Services Consultant(s), Engineer and Owner. Include fast track or phased bidding schedule as appropriate. Review and update the Owner's Project schedule such that it coordinates and integrates the Construction Manager's, Professional Services Consultant(s)'s, Engineer's, and Owner's preconstruction and construction activities in accordance with the proposed construction schedule. Meet with Owner's personnel to evaluate activities and schedules (including staff program relocations and remodeling, existing building demolitions or moving, site utility demolitions and relocations, site clearing, proposed building construction and all site Work) and determine alternatives for schedule

conflicts with the Owner. Manage the Project schedule so all activities adhere to the dates.

- c. Review and evaluate the Owner's total Project budget including facility development and construction costs, site costs (utility infrastructure, demolition and relocations, hardscape and landscape development), and building construction costs including escalation and Project contingencies, construction general conditions costs and other costs. Prepare project cash flow analyses for the overall project.
- d. Analyze the site and building design parameters, evaluate and prepare preliminary site usage (for buildings and site demolition Work, site utility relocations, new building construction and site Work) and construction staging, recommendations for review with the Professional Services Consultant(s) and Owner.
- e. Evaluate primary building, materials, systems, equipment and special requirements including level of performance, availability of materials (labor and equipment) time requirements for procurement, installation and construction of Project and costs of alternative materials, systems and equipment.
- f. Prepare preliminary construction cost estimates for the schematic design(s) based on area, volume, systems, space types or other standards. Evaluate floor-to-floor heights and their costs impact. At the completion of this phase the Construction Manager shall assist the Professional Services Consultant(s) in making recommendations to the Owner of possible cost reduction or reductions to the scope of the Project to further reduce the Construction cost budget or to bring it within the budget if the Construction Manager's construction cost estimate exceeds the preliminary construction cost budget. The Construction Manager shall compare its estimate to the Professional Services Consultant(s)'s estimate for discrepancies and resolve all discrepancies to within 2%.
- g. Review Professional Service Consultant(s)'s designs and details during their development. Make recommendations on relative feasibility of construction methods, building quality, constructability, details and possible economies. Provide written review comments on the Professional Services Consultant(s)'s submittals at each estimate period to the Owner and Professional Services Consultant(s). Coordinate frequent meetings with the Professional Services Consultant(s) in order to ensure design and its details under development are consistent with required project schedule and budget. Some of these reviews may require travel of selected Construction Manager staff to the offices of the Professional Services Consultant.
- h. Evaluate LEED requirements and the associated impact on construction to ensure cost, schedule and constructability concerns are addressed.

<End: 'CM - Schematic Design Phase – Yes'>

<Alternate Clause: CM - Design Development Phase Alt>

<Yes Option: 'CM - Design Development Phase – Yes'>

### 3. DESIGN DEVELOPMENT PHASE

The Construction Manager shall provide services during the Design Development phase as set forth below:

- a. Review Project scope overview with Professional Service Consultant(s) and Owner. Include fast track or phased bidding schedule as appropriate. Review, confirm, and update the Project master schedule such that it coordinates and integrates the Professional Service Consultant(s), and Owner's preconstruction and construction activities. Manage the Project master schedule so all activities adhere to the dates.
- b. Review and update the Owner's total Project budget including facility development and construction costs, site costs (utility infrastructure, demolition and relocations,

hardscape and landscape development), and building construction costs including escalation and Project contingencies, construction general conditions costs and other costs. Prepare project cash flow analyses for the overall project and every subproject.

- c. Review Professional Service Consultant(s)'s designs and details during their development. Make recommendations on relative feasibility of construction methods, building quality, constructability, details and possible economies. Provide written review comments on the Professional Services Consultant(s)'s submittals at each estimate period to the Owner and Professional Services Consultant(s). Coordinate frequent meetings with the Professional Services Consultant(s) in order to ensure design and its details under development are consistent with required project schedule and budget.
- d. Evaluate primary and secondary building materials, systems, equipment and special requirements including level of performance, availability of materials (labor and equipment) time requirements for procurement, installation and construction of the Project and costs of alternative materials, systems and equipment, including shift and premium time to deliver project within prescribed time frame.
- e. Analyze the site and building design parameters, evaluate and prepare preliminary site usage (for buildings and site demolition work, site utility relocations, new building and site work) and construction staging recommendations for review with the Professional Services Consultant(s) and Owner.
- f. Prepare for the Owner's and Professional Services Consultant(s)'s review a detailed construction cost estimate based on design development documents prepared by the Professional Services Consultant(s). The estimate should be prepared on a construction category basis for basic elements, such as site Work, structures, foundations mechanical systems, electrical systems, fixed equipment, etc., in sufficient detail to permit a review of the design and to make such reductions or substitutions in the scope of the Work as may be necessary to keep the project within the budget.
- g. At the completion of this phase, if the Construction Manager's construction cost estimate exceeds the Owner's construction cost budget, the Construction Manager shall assist the Professional Services Consultant(s) in making recommendations to the Owner of possible cost reduction or reductions to the scope of the Project to bring it within the budget. The Construction Manger shall compare its estimate to the Professional Services Consultant(s)'s estimate for discrepancies and resolve all discrepancies to within 2%.
- h. Evaluate LEED requirements and the associated impact on construction to ensure cost, schedule and constructability concerns are addressed.

<End: 'CM - Design Development Phase - Yes>

<Alternate Clause: CM - Construction Documents Phase Alt>

<Yes option: 'CM - Construction Documents Phase - Yes>

#### 4. CONSTRUCTION DOCUMENTS PHASE

The Construction Manager shall provide services during the construction documents phase as set forth below:

- a. During the preparation of plans and specifications, Construction Manager shall furnish to the Owner and Professional Services Consultant updated 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 the one hundred percent (100%) stage. Construction Manager shall compare its estimates to Professional Services Consultant's estimates for discrepancies and resolve all

discrepancies to within 2%. If such construction cost estimates based upon the construction documents exceed the Owner's construction cost budget (not including contingencies), the Construction Manager shall assist the Professional Services Consultant(s) in making recommendations to the Owner of possible cost reductions or reductions in the scope of the Project, or through the use of alternates, such cost savings as will satisfy the Owner that the Project will be bid within the construction cost budget. All reductions or alternates shall be approved in writing by the Owner. Prepare project cash flow analyses for the overall project. Construction Manager shall coordinate with Professional Services Consultant in order to ensure design documents are issued for review in accordance with the project schedule. The schedule will include activities for cost estimates to be completed and delivered in a timely manner with the submittal.

- b. Provide written review comments on every Professional Services Consultant design submittal to the Owner and the Professional Services Consultant. Coordinate frequent meetings with the Professional Services Consultant in order to ensure the design and its details are consistent with the required project schedule and budget.
- c. Assist the Professional Services Consultant in coordinating the drawings and specifications. Work with the Owner and the Professional Services Consultant in the development of front end documents to comply with federal, state, and local rules and regulations, general conditions (assignment of responsibilities), general requirements, and contract forms. Review the drawings and specifications for completeness, coordination and constructability for the purpose of minimizing change orders during construction. Recommend clarifications to the Professional Services Consultant(s). For phased projects the Construction Manager shall review design documents to ensure coordination between phases. With the Owner's approval, the Construction Manager shall process and administer Owner directives, as executed by the Owner, to the Contractor(s) to accelerate behind schedule Work.
- d. Provide for the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of contractors and the implementation of applicable federal, state, and local laws and programs. Verify that the requirements and assignment of responsibilities are included in the construction documents.
- e. Provide for the separation of the construction documents into divisions for various categories of Work to enhance coordination and constructability in accordance with the requirements of the Illinois Procurement Code and other laws and regulations applicable to the Owner. Review the drawings and specifications and make recommendations and author scope statements for inclusion in the construction documents as required, for review by the Owner and Professional Services Consultant, to assure that: a) the Work of the contractors is coordinated, b) all requirements for the divisions of Work have been assigned to the appropriate separate contract, c) the likelihood of jurisdictional disputes has been minimized, and d) proper coordination has been provided for the construction of the Project.
- f. Develop a final comprehensive, resource loaded, and detailed construction schedule (computerized CPM) providing for all major elements of building demolition, site utility demolition and relocations, site clearing, building construction, site development and landscaping and times of commencement and completion required of each contractor (computerized CPM) and review with the Owner and Professional Services Consultant. Include the approved Project construction schedule in the construction documents. Develop a site mobilization plan for review with the Owner and Professional Services Consultant and inclusion in the construction documents. Project schedule, with input from the Owner and Professional Services Consultant, will include adequate detail to actively track progress from the start of the construction documents phase through project closeout.

- g. Develop a strategy regarding bidding divisions of work to maximize competition and participation based on market research, local trends, and capability of contractors.
- h. Interface with multiple existing and planned projects, on campus and in the local area, to ensure coordination of projects and optimal contractor participation.
- i. Investigate and recommend a schedule for the purchase of materials and equipment requiring long lead time procurement, if appropriate, and coordinate the schedule with the early preparation of portions of the construction documents. Expedite and coordinate purchase and delivery of these items.
- j. Identify applicable requirements for equal employment opportunity programs for inclusion in the construction documents.
- k. Provide recommendations and implementation for separation of the construction documents into divisions for various categories of work considering the local bidding climate and overall schedule goals, including manpower utilization and BEP/VBP certified vendor participation identified by the Owner. Actively participate with Owner to cultivate interest and maximize minority and female manpower utilization as well as BEP/VBP certified vendors as prime bidders, or as subcontractors, vendors, suppliers to bidders, such that the Owner's goals for BEP/VBP certified vendor participation are met.
- l. Investigate and recommend a schedule for Owner Purchase of materials and equipment requiring long lead time procurement.
- m. Review the drawings and specifications, make recommendations and author scope statements for the construction documents.
- n. Evaluate LEED requirements and the associated impact on construction to ensure cost, schedule and constructability concerns are addressed. Ensure proper incorporation into bid and scoping documents

<End: 'CM - Construction Documents Phase - Yes'>

<Alternate Clause: CM - Bidding Phase Alt>

<Yes Option: 'CM - Bidding Phase - Yes'>

## 5. BIDDING PHASE

The Construction Manager shall provide services during the bidding phase as set forth below:

- a. Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Assist Owner in pre-qualification of potential bidders and develop bidders lists for distribution of documents. Cultivate bidder interest and assist in achieving BEP/VBP participation goals in contracting.
- b. Establish bid schedules. Assist the Owner and Professional Services Consultant in conducting pre-bid conference(s) to familiarize bidders with the construction documents and management techniques and with any special systems, materials, or methods. Review with the Professional Services Consultant the questions from bidders and assist Professional Services Consultant in development of appropriate addenda to be prepared by the Professional Services Consultant to respond to bidders' questions as appropriate.
- c. Conduct the prebid conferences and respond to all bidders' (or bidder) questions after consulting with the Professional Services Consultant and Owner. Construction Manager shall review availability of appropriate firms and reach out to BEP/VBP certified vendors to encourage them to attend such events.

- d. Evaluate the cost impact of any addenda issued by the Professional Services Consultant to ensure the construction cost estimate remains within the funds available for construction.
- e. Assist the Owner and Professional Services Consultant in conducting bid opening(s) and in review and evaluation of bids received. Review the project scope with the apparent low, responsive, responsible bidders and verify they correctly understand the project requirements.
- f. Prepare bid tabulation and submit written recommendations to the Owner and Professional Services Consultant for award of contracts or rejection of bids. Final selection of bids shall be made by Owner in accordance with applicable state procurement statutes. Recommend amount of construction contingency for each contract.
- g. Advise the Owner and Professional Services Consultant on the acceptability of subcontractors and material suppliers proposed by contractors.

<End: 'CM - Bidding Phase - Yes'>

<Alternate Clause: CM - Construction Phase - ALT>

<Yes Option: 'CM - Construction Phase - Yes'

## 6. CONSTRUCTION PHASE

The construction phase will commence after the award by the Owner of the initial construction contracts and upon the date written notice to proceed is given to the contractor(s) and together with the Construction Manager's obligation to provide basic services under this agreement, will end after final payment is made to all contractors. The Construction Manager shall provide construction services during the construction phase as set forth below:

- a. Provide administrative, management, and related services as required to coordinate the Work of the contractors with each other and with the activities and responsibilities of the Construction Manager, Owner and Professional Services Consultant to complete the Project in accordance with the Owner's objectives for cost, time, and quality. Provide sufficient organization, personnel, and management to carry out the requirements of the agreement. Implement general conditions Work, monitor budget and include status as part of the monthly written report submitted to the Owner.
- b. Schedule and conduct pre-construction, construction coordination, safety, and monthly pay and progress meetings to discuss such matters as procedures, progress, costs, submittals, safety programs, scheduling, problems, etc. Prepare and promptly distribute minutes.
- c. Consistent with the resource loaded CPM construction schedule issued with the construction documents, and utilizing schedules provided by the contractors, update the Project construction schedule incorporating the activities of contractors on the Project, including activity sequences and durations, allocations of labor and materials. Include the Owner's written occupancy requirements showing portions of the Project having occupancy priority (if applicable). Update and reissue the Project construction schedule as required and agreed with Owner, which may be weekly to monthly to show current conditions and revisions required by actual experience. With the Owner's approval, the Construction Manager shall process and administer Owner directives, as executed by the Owner, to the Contractor(s) to accelerate behind schedule Work.
  - 1. The Construction Manager shall coordinate the construction schedule utilizing all Contractors' schedules. Each Contractor shall coordinate its Work with the Construction Manager, and with the Work of the other Contractors. The

Construction Manager is responsible for making all scheduling and coordination decisions.

2. Disputes between or among two or more Contractors pertaining to the creation, application, and modification of the Construction Schedule, the furnishing of resources to meet the Construction Schedule, interferences and delays claimed between Contractors, default in any of the obligations of another Contractor that delays, interferes or otherwise harms another Contractor, and other coordination and scheduling decisions involving Contractors ("coordination decisions") shall be submitted promptly in writing to the Construction Manager for a final construction decision. The final construction decision of the Construction Manager shall be consistent with the content and intent of the Contract Documents. A Contractor may request that a final construction decision be rendered or confirmed in writing. The final construction decision of the Construction Manager, whether provided verbally or in writing, shall be observed, accepted, and fully followed by all Contractors and their Subcontractors on the Project, subject only to the commencement of a claim proceeding initiated at the request of the Contractor(s). A claim asserted under this Paragraph between or among Contractor(s), and any claim that should have been asserted hereunder, must be brought within a reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of the Contractor bringing the claim. The progress of the Work in accordance with the final construction decision of the Construction Manager shall not be delayed, pending this issuance of a final construction decision or pending any proceeding.
3. In the event of a dispute between or among Contractors that results in the issuance of a final construction decision by Construction Manager, or a dispute between or among Contractors that should have been submitted to the Construction Manager under Section 6.c.ii. but was not, the Contractor's sole and exclusive remedy for any and all claims is the commencement of litigation or Alternative Dispute Resolution with the other Contractor(s), pursuant to the provisions of Applicable Laws. The damage remedy in such proceedings hereby provided in favor of the Contractor shall be exclusive remedy for these and all other disputes between and among Contractor(s).
4. In the event of a dispute that is not of the kind described in Section 6.c.iii., and where instead the dispute is between Contractor and Owner, Contractor's sole and exclusive remedy for all claims is use of and resort to the Claim provisions of the Contract Documents. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive.
5. Contractor shall have no right of action against Owner, Construction Manager or Professional Services Consultant in connection with any dispute, or a decision rendered in connection with a dispute, between or among the other Contractor(s).
6. Contractor shall conform to the scheduling requirements in the Contract Documents and the General Requirements of the Specifications and shall provide for expeditious and practical execution of the Work.
7. Owner, the Construction Manager and Professional Services Consultant will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely Contractor's rights and responsibilities under the Contract Documents. Neither will Owner, the Construction Manager and Professional Services Consultant be responsible for Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither will Owner, the Construction Manager or Professional Services Consultant have control over or charge of or be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees,

or of any other persons or entities performing portions of the Work.

- d. Review and arrange for the delivery of products requiring long lead time procurement. Monitor material fabrications and deliveries.
- e. The Construction Manager shall require inspection or re-inspection and testing or retesting of the Work in accordance with the provisions of the Construction Documents whenever appropriate; but will take such action only after written notification to the Owner. The Construction Manger shall observe all tests required by the Contract Documents and shall review the results of all tests required by the Construction Documents. The Construction Manager shall distribute to the Owner and the Professional Services Consultant copies of all test reports for which it is responsible.
- f. Assist the Professional Services Consultant in determining that the Work of each Contract is being performed in accordance with the contract documents and endeavor to guard the Owner against defects and deficiencies in the Work. Construction Manager shall not be responsible for the Work of any contractor, but shall recommend courses of action to the Owner and Professional Services Consultant when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- g. Make appropriate recommendations to the Professional Services Consultant and Owner regarding special inspection or testing of Work that appears not to be in accordance with the provisions of the contract documents, whether or not such Work be then fabricated, installed, or completed. Recommend to the Owner and Professional Services Consultant rejection of Work which does not conform to the requirements of the contract documents.
- h. Revise and refine the approved construction cost budget, incorporate approved changes and pending changes as they occur and develop cash flow reports and forecasts as needed by the Owner.
- i. Maintain cost accounting records, (developed in accordance with the Owner's requirements) on authorized Work performed under base contract, change orders, or additional Work performed on the basis unit costs or the actual costs of labor and materials, or other Work requiring accounting records as needed by the Owner. Provide as part of the monthly written report submitted to the Owner.
- j. Receive certificates of insurance from the contractors and forward them to the Owner. Monitor insurance update requirements and expiration dates to assist the Owner in maintaining effective Project-wide insurance coverage. Provide insurance log as part of the monthly written report submitted to the Owner.
- k. Recommend necessary changes to the Owner and Professional Services Consultant. Review requests for changes, assist in negotiating contractors' proposals, and submit recommendations to the Owner and Professional Services Consultant. If they are accepted, prepare and process change orders for execution by contractor, Professional Services Consultant and Owner.
- l. Develop and implement procedures for the review and certification by Construction Manager and Professional Services Consultant of applications for payment and the processing of these payment requests by the Owner. Make recommendations to the Owner and Professional Services Consultant for certification by the Owner for payment.
- m. Review the safety programs developed by each of the Contractors for purposes of confirming that the contractors are coordinating their respective safety programs with those of the other contractors. The Construction Manager by reviewing the safety

program of each contractor shall not relieve the contractors of their liability and their obligation to comply with all Federal, State and local laws and regulations related to the safe performance of their Work. Maintain records of all accidents for delivery to the Owner, as they occur. Provide accident log and safety report as part of the monthly written report submitted to the Owner.

- n. Consult with the Professional Services Consultant if any of the contractor's (or contractor) requests interpretations of the meaning and intent of the contract documents and assist in the resolution of questions which may arise. Monitor contractors' quality of Work.
- o. Receive from the contractors and review all shop drawings, product data, samples, and other submittals for compliance with transmittal requirements specified in the respective trade contracts. Submit on a timely basis to the Owner and Professional Services Consultant for review and approval. In collaboration with the Owner and Professional Services Consultant, establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, and other submittals.
- p. Record the daily progress of the Project. Submit monthly written progress reports to the Owner and Professional Services Consultant including information on each contractor and each contractor's Work. Keep a daily log containing a record of weather, contractor's Work on the site, number of workers, Work accomplished, equipment utilized, problems encountered, accidents, and other similar relevant data as the Owner may require. Provide copy of daily log to the Owner and Professional Services Consultant.
- q. Maintain at the Project site, on a current basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all field changes made during construction, shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, meeting reports, monthly reports, all insurance certificates including contractor's certificates, test reports and other related documents and revisions which arise out of the contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner and Professional Services Consultant. At the completion of the Project, deliver all such records to the Owner as requested.
- r. Maintain a list of visitors, their titles, and time and purpose of their visit. Have all visitors sign Visitor's Release form. Submit reports as requested by the Owner. Accompany visitors on the site and instruct visitor of proper site safety as required.
- s. Coordinate delivery and storage for Owner purchased materials, systems, and equipment, which are a part of the Project, until such items are assigned to a contractor for installation and hookup. Manage site logistics, staging, staging areas, coordination between projects, and traffic plans.
- t. With the Professional Services Consultant and the Owner's commissioning personnel, observe the contractor's check-out of utilities, operational systems, and equipment for readiness and assist in their initial start-up, testing, and instruction to the Owner's Facilities and Services personnel. Videotape all instructional sessions for delivery to the Owner. Coordinate with the Commissioning agent. Coordinate testing and balancing efforts.
- u. When the Construction Manager and Professional Services Consultant have determined each contractor's Work or a designated portion thereof substantially complete (which includes securing from the contractors all close out submittals submitted to Professional Services Consultant for approved compliance with contract

document requirements and resolution of all contractor claims), the Construction Manager shall prepare with the Owner and Professional Services Consultant a punch list of incomplete or unsatisfactory items and a schedule for their completion. After the Professional Services Consultant, Construction Manager and Owner certify the date of substantial completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work. Prepare substantial completion documentation for execution.

- v. Coordinate and secure Certificate of Occupancy. Schedule, coordinate and execute installation and fit-out of the Owner's furniture, fixtures, and equipment.
- w. Prepare for the Owner and Professional Services Consultant a summary of the status of the progress being made in completing the Work of each contractor, listing changes in the previously issued certificates of substantial completion of the Work and recommending the schedule within which the contractors shall complete the uncompleted items on their certificates of substantial completion of the Work.
- x. Make recommendations to the Owner and Professional Services Consultant when contractors' Work is ready for final inspection.
- y. Assist the Owner and Professional Services Consultant in conducting final inspections and all closeout procedures. Prepare final completion certificates for contractors and secure final payment applications, and review for closeout compliance with contract document requirements including all required written warranties, affidavits, releases, bonds and waivers and deliver to Professional Services Consultant and Owner for final processing. Construction Manager's review of the required documents contained in this paragraph shall be conducted in its capacity as a Construction Manager and not as a licensed design or legal professional. Deliver all approved contractor closeout submittals to Owner. Assist Owner in resolving any claims by contractors.
- z. Prepare the minutes of all meetings or conferences and distribute to all parties as designated.
  - aa. Each month the Construction Manager shall record or cause to be recorded on the field construction drawings all field changes made during that month. Upon completion of the Work, the Construction Manager shall record or cause to be recorded on one (1) set of construction drawings all field changes that have been made in the completed Project so that the As-Built drawings will be an accurate and complete record of the final Work as in place. Deliver set of drawings to the Owner and Professional Services Consultant for their use.
  - bb. Verify whether each contractor is providing sufficient labor resources to maintain the Project construction schedule. Issue weekly reports to the contractors, Professional Services Consultant(s) and Owner showing whether the contractor is providing adequate resources as indicated on the resource loaded schedule. These reports should include an analysis of whether the contractor is in compliance with minority and female manpower utilization goals and BEP/VBP participation goals for the project and make recommendations to the Owner regarding compliance.
  - cc. The Construction Manager shall oversee and coordinate abatement activities including schedule compliance and coordination.
  - dd. Provide Builder's Risk Insurance policy for the entire project.
  - ee. Ensure LEED requirements related to construction operations as established by Owner are met on the Project.

<End: 'CM - Construction Phase – Yes'

**B. REQUIRED POLICIES AND PROCEDURES**

The Construction Manager's services under this Agreement shall be provided in conformity with the highest standards of his profession and in accordance with the policies and procedures of Owner. It is understood that the Professional Services Consultant (and not the Construction Manager) has been employed to provide design services consistent with these noted policies and procedures. The extent of the Construction Manager's duties with respect to design will be to notify the Owner should any situation be found by the Construction Manager which it discovers to be in conflict with these requirements.

1. Building code requirements, and the Owner's campus facilities standards
2. The Owner's standard documents for construction contracts
3. Use of trade names or names of manufacturers
4. Accessibility standards for the handicapped
5. Illinois Procurement Code (including multiple contract bidding, if required)
6. Equal Employment Opportunity policies
7. Alternates to assure that Project can proceed within the Owner's construction cost budget
8. Owner's Program Statement or Owner's program criteria when consultant's scope is to write a Program Statement

**C. SUBCONSULTANTS**

1. Construction Manager shall employ qualified professional structural, mechanical, electrical, and cost consulting engineers 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 Construction Manager in performing such professional services shall be submitted to Owner for its approval. Construction Manager shall be fully responsible for the Work of all such professional subconsultants whether they have been approved by Owner or not, and compensation for their services shall be made to the Construction Manager as provided in Article E of this Agreement (Diversity Certification, Attachment D, for subconsultants must be attached, if applicable).
2. Construction Manager shall identify in Attachment D the names and addresses of all subconsultants to be utilized by Construction Manager 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 Construction Manager some or all of the goods and services that are the subject of this Agreement.
3. The documents and information for the Construction Manager 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>
CM 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

\* Certifications are required for >\$50,000 and Financial Disclosures are required for >\$100,000.

### Level 1 Professional Services Consultant

1. The Form A, Form B Certifications and Disclosures, or the submitted CPO Financial Disclosure Affidavit submitted by the Level 1 Construction Manager with the Bid documents are hereby made part of this contract.
2. The Supplemental University of Illinois Certifications identified in the Statutory Certifications section on the Agreement in addition to the Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit are incorporated into this contract. By executing this Agreement, the Level 1 Construction Manager 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 Level 1 Construction Manager certifies compliance and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

It is the responsibility of the Level 1 Construction Manager 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, Form B Certifications and Disclosures, CPO Financial Disclosure Affidavit
  - o Certifications are required for greater than \$50,000.
  - o Financial Disclosures are required for greater than \$100,000.

Note: Filling out Form A or Form B will satisfy the above certifications and financial disclosure requirements. However, in circumstances where the contractor has an active contract with the owner and has already vetted their financial disclosures and potential conflicts of interest from that active contract within the last 12 months from the date of contract award on the Illinois Procurement Bulletin, the contractor may submit a signed CPO Financial Disclosure Affidavit attesting that the original submission of its financial disclosures and potential conflicts of interest have not been altered or changed. This affidavit may be used, under the circumstances referenced in 30 ILCS 500/50-35(j), in place of the full Financial Disclosures and Conflicts of Interest form otherwise required by the Procurement Code and will satisfy the certification requirements referenced above.

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: [https://www.uocpres.uillinois.edu/contracts\\_forms\\_for\\_design\\_professionals](https://www.uocpres.uillinois.edu/contracts_forms_for_design_professionals). 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 Construction Manager 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 Construction Manager adds or changes any subconsultants, the Construction Manager 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 Construction Manager's and subconsultant's risk.

D. TIME OF COMPLETION

Time is of the essence in this Agreement. The Construction Manager shall perform its services as required by Article A. above in a prompt and timely manner and in accordance with any specific schedule agreed upon in writing by the Owner and the Construction Manager and attached hereto as Attachment C. Owner may direct in writing adjustments to the schedule. Owner directed adjustments to the schedule contained in Attachment C 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. Construction Manager shall attempt to mitigate the impact of the delay through either re-sequencing the work or compelling performance from the Contractors while utilizing diligence in administering the project schedule and performance of the Contractors. In the event that the mitigation efforts described in the preceding statement requires an adjustment to the Contractors' schedule, Construction Manager's actual staff cost and fees as described in Section E herein and Attachment B, attached hereto, may be adjusted at the discretion of the Owner. The extent of the Construction Manager's duties with respect to schedule will be to notify the Owner should any situation be found by the Construction Manager which impacts the Substantial Completion date.

E. CONSTRUCTION MANAGER'S COMPENSATION

1. Fees for Professional Services:

Construction Manager shall receive compensation, subject to additions and deductions provided for herein, for professional services set forth herein, on the following basis:

For the phase(s) identified in Article A, a fixed fee of \$[[ CM - Basic Services Fixed Fee ]] and a staff cost, on an hourly basis, the total of which will not exceed \$[[ CM - Basic Services Hourly Total ]]. The fee is payable in accordance with the following breakdown:

	<u>Fixed Fee</u>	<u>Staff Cost (hourly)</u>
Planning and Programming	\$[[ CM - Planning and Programming Fixed Fees ]]	\$[[ CM - Planning and Programming Hourly Rate ]]
Schematic Design	\$[[ CM - Schematic Design Fixed Fee ]]	\$[[ CM - Schematic Design Hourly Rate ]]
Design Development	\$[[ CM - Design Development Fixed Fee ]]	\$[[ CM - Design Development Hourly Rate ]]
Construction Documents	\$[[ CM - Construction Documents Fixed Fee ]]	\$[[ CM - Construction Documents Hourly Rate ]]
Bidding	\$[[ CM - Bidding Fixed Fee ]]	\$[[ CM - Bidding Hourly Rate ]]
Construction	\$[[ CM - Construction Fixed Fee ]]	\$[[ CM - Construction Hourly Rate ]]

2. Reimbursables - The Construction Manager shall be reimbursed for actual and reasonable costs incurred by the Construction Manager for the performance of the Owner-requested

services as identified in Article A 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 is estimated to be \$[[ CM - Reimbursable Expenses ]].

3. Additional Services - If the Construction Manager shall be required to perform services in addition to those contemplated herein under Article A., the Construction Manager shall receive compensation for such additional services on an hourly basis in accordance with Article E.4. of this Agreement. No payment shall be made for additional services unless: 1) a request is made in writing by the Construction Manager 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 a written amendment to this Agreement (Diversity Certification, Attachment D, for subconsultants must be attached, if applicable). 3) The amount of any adjustment to the Contract Sum shall be determined by written agreement between Owner and Construction Manager. In the absence of such agreement, the Construction Manager, upon receipt of a written order from the Owner, shall nevertheless promptly proceed to implement the service. In such case, the Construction Manager shall keep and present, in such form as Owner may direct, a correct account of the resulting job costs or savings, or both, with supporting vouchers for use in resolving dispute.
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 and will be in accordance with Attachment B, which is made a part of this Agreement.
5. Payments - All compensation will 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 30 ILCS 500 as amended by Public Act 096-795 and this Agreement has been provided by the Construction Manager to the Owner. The requirements are listed in Section D – Subconsultants. Monthly installments of the fee shall be payable within sixty (60) days of receipt of billing as follows:
  - a. Fixed Fees shall be paid commensurate with the amount of Work 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 Construction Manager's payroll and/or job allocation), subject to Owner's approval.
  - c. Reimbursable expenses shall be paid in accordance with paragraph E.2

#### F. OWNER'S RESPONSIBILITIES

1. Owner shall provide the Construction Manager within a reasonable time all reasonable requested information concerning Owner's requirements for the Project.
2. The Owner shall provide a budget for the Project, after consultation with the Construction Manager and the Professional Services Consultant, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Owner. The Owner shall, at the request of the Construction Manager, provide a statement of funds available for the Project.

3. The Owner shall designate a representative (in writing before the construction proceeds) authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall review documents submitted by the Construction Manager. The Owner may change the designated representative and will inform the Construction Entity of such change in writing.
4. The Owner shall retain an Architect/Engineer firm, as the Professional Services Consultants whose services, duties and responsibilities are described in their Agreement between the Owner and the Professional Services Consultant. The terms and conditions of the Owner-Professional Services Consultant Agreement will be provided to the Construction Manager upon request. Any amendments that may be made by Owner to the Professional Services Consultant's Agreement will be furnished to the Construction Manager.
5. The Owner shall provide such information as Construction Manager may request in writing and is required to fulfill the Construction Manager's obligations under this Agreement, including contract documents, copies of Agreements with contractors and any changes thereto, Owner's occupancy requirements, copies of bid documents, certificates of Owner's and Professional Services Consultant's liability insurance coverage and similar data.
6. The Owner reserves the right to perform Work related to the Project with the Owner's own forces and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement except for damage to Work itself and other properties insured under paragraph I below. If there is an action that compromises the Construction Manager's position, the action will be suspended until there is a resolution to the problem.
7. In the event that hazardous materials, or hazardous, special or solid waste significantly exceeding that identified by Owner as part of the Project are in fact present at the site, Construction Manager shall promptly stop Work in the affected area and report the condition to Owner. Construction Manager shall not resume Work in the affected area, until authorized in writing by Owner to continue. In the event that Construction Manager is prevented from working by reason of the foregoing, Owner may at its discretion extend the date of completion specified in the contract. Under no circumstance shall the Owner be liable to the Construction Manager for any damages due to delay. Actual staff costs & fees as described in Section E herein and Attachment B, attached hereto, may be adjusted at the discretion of the Owner.

G. CONSTRUCTION MANAGER'S STATUS

Construction Manager is an independent contractor and, in providing his services under this agreement, shall not be deemed to be the agent of the Owner.

H. ASSIGNMENT

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

I. INDEMNIFICATION AND INSURANCE

1. Indemnification

To the fullest extent permitted by law the Construction Manager 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, in whole or part, of the Construction Manager, its sub-consultants, sub-contractors, officers, agents, representatives, or employees; (b) any Construction Manager error, omission, or negligent act; (c) any breach by the Construction Manager or its sub-consultants, sub-contractors, officers, agents, representatives, or employees under this Agreement. Construction Manager 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. Construction Manager's Liability Insurance

The Construction Manager agrees to maintain the following insurance coverage for the duration of the Project or the term for which services will be rendered, and for as long as necessary thereafter to cover claims with respect to its performance under this Agreement.

- a. The Construction Manager 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 Illinois Statutory Limits Occupational Diseases Employer's Liability (Part B)	\$1,000,000 per occurrence
2. Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$ 100,000
3. Commercial Auto Liability	
Combined Single Limit OR	\$1,000,000 per occurrence
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 Construction Manager. Subconsultants shall submit the required Certificate of Insurance to the primary 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 arising from the activities of Construction Manager and/or Consultant performing work on behalf of Construction Manager.”

8. The Construction Manager’s general liability insurance shall include, without limitation, the following coverages:
  - a. Contractual Liability – coverage shall cover contractual obligations which the Construction Manager 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 Construction Manager’s Commercial General and Commercial Auto liability insurance policies shall include a 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 Construction Manager 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.”

3. Terms and Conditions

- a. Modification or Cancellation. The Construction Manager’s insurance policies shall be modifiable or cancelable only after written notice has been delivered by the Construction Manager 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 Construction Manager 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 Construction Manager of its contractual obligation to provide the insurance coverages set forth.
- c. Notification of Insurance Carriers. The Construction Manager 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 Construction Manager 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. **Construction Manager's Liability.** The procuring of the insurance required under this contract shall be considered solely as securing Construction Manager's obligations or liabilities assumed under the Contract Documents, including, but not limited to, the obligation to indemnify the Owner assumed under paragraph I.1 and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager has an indemnity obligation to Owner under any provision of this contract or otherwise, Construction Manager 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 Construction Manager, including but not limited to, any and all expert witness fees and expenses.
- f. **Lapse of Insurance.** In the event Construction Manager loses insurance coverage, Construction Manager 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 Construction Manager until the matter is resolved. Owner reserves the right to pursue any legal action necessary to cover losses. If Construction Manager procures replacement insurance in accordance with Contract Documents, Owner reserves the right to allow Construction Manager 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 Construction Manager. Construction Manager shall immediately notify Owner of any loss. Owner shall withhold any future payments due to Construction Manager. Owner reserves the right to pursue any legal action necessary to cover losses. If Construction Manager remedies the loss and obtains the required insurance coverages, Owner reserves the right to allow Construction Manager to continue work. There shall be no time credit for days not worked pursuant to this section.
- h. The Construction Manager's failure to comply with any insurance requirements set forth herein shall be deemed a material breach of the contract terms.
- i. The Construction Manager 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 N 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 Construction Manager shall not be deemed a waiver by the Owner.

#### 4. Builder's Risk Insurance

- a. **The Owner's Risk.** Owner bears the risk of loss or damage for Owner-procured equipment while in transit or in storage away from the jobsite until responsibility for the

Owner-procured equipment is accepted by a contractor or the property is transferred to the custody of the contractor or the custody of any contractor subject to the supervision of the contractor, or any contractor named as an additional insured, or named insured, under the Builder's Risk/Installation Floater. The Construction Manager is responsible for providing and paying for the builder's risk insurance as described in Section 1.2.a.8. Any loss or cost of repair not covered by such insurance shall be borne by the Contractor responsible for the Work, without additional cost to the Owner.

- b. The Construction Manager's Risk. The Construction Manager shall procure a Completed Value All Risk Builder's Risk/Installation Floater Policy or a combination thereof (hereinafter referred to as "policy"). The policy shall be written in an amount equal to one hundred percent (100%) of the total sum of all Agreements, including the value of Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the Project. Construction Manager shall make a copy of the Builder's Risk policy available to all contractors and subcontractors of any tier. Risk of transit and storage for equipment not Owner-procured is the responsibility of each individual Contractor until such time as the equipment is delivered to the jobsite. Contractors will be responsible for payment of the policy deductible for losses to their portion of the Work. In addition, Contractors will also be responsible for any losses to their portion of the Work that are not covered by the Builder's Risk policy procured for the Project without additional cost to the Owner. Contractors will be responsible for submitting and negotiating their claims, if any, under the Builder's Risk policy, and/or for any other coverages that they might procure on their own behalf.

- 1. The Construction Manager shall procure a Completed Value All Risk Builder's Risk/Installation Floater Policy or a combination thereof (hereinafter referred to as "policy"). The policy shall be written in an amount equal to one hundred percent (100%) of the total sum of all Agreements, including the value of Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the Project. Construction Manager shall make a copy of the Builder's Risk policy available to all contractors and subcontractors of any tier. Risk of transit and storage for equipment not Owner-procured is the responsibility of each individual Contractor until such time as the equipment is delivered to the jobsite. Contractors will be responsible for payment of the policy deductible for losses to their portion of the Work. In addition, Contractors will also be responsible for any losses to their portion of the Work that are not covered by the Builder's Risk policy procured for the Project, without additional cost to the Owner. Contractors will be responsible for submitting and negotiating their claims, if any, under the Builder's Risk policy, and/or for any other coverages that they might procure on their own behalf.

2. Deductible

The policy shall be subject to the following deductible schedule unless a different deductible is approved by the Owner under separate cover:

<u>Policy Limit of Builder's Risk</u>	<u>Maximum Amount of Deductible</u>
Up to \$10,000,000	\$5,000
Over \$10,000,000	\$50,000

c. Builder's Risk Policy.

- 1. The policy shall be a Completed Value All Risk Builder's Risk/Installation Floater form or equivalent form issued under an ISO (hereinafter referred to as "Builder's Risk" or "policy") with the policy limit equal to one hundred percent (100%) of the total sum of all Agreements, including the value of Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the Project.

2. The policy shall be issued in the name of the Construction Manager, with the Owner (The Board of Trustees of the University of Illinois), all assigns, all contractors, and subcontractors of every tier, mortgagees and/or loss payees, if applicable and Professional Services Consultants (limited to their site activities) as additional insureds, as their interests may appear.
3. 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.
4. The policy will, at a minimum, comply with the requirements set forth. Further, the policy shall include a waiver of subrogation clause which must be expressly stated on the Evidence of Property form that conveys the following:

"It is agreed that in no event shall any insurance company of the Construction Manager have any right of recovery against Owner for any and all damage or loss unless such damage or loss results from the sole negligence or willful misconduct of Owner."
5. Construction Manager shall furnish Evidence of Property Insurance Form evidencing the required Builder's Risk coverage to be in force on the start of construction at the jobsite, and any renewals if coverage has an expiration or renewal date occurring during the term of this Agreement.
6. Construction Manager is responsible for and may carry whatever additional insurance it may deem necessary to protect itself against hazards or perils not covered by the Builder's Risk insurance policy. Any loss or cost of repair not covered by the Builder's Risk insurance shall be borne by the Construction Manager or Contractor, as their interests appear, whose work or property suffers the loss, without additional cost to the Owner.
7. Required Coverage. Policy shall cover all risks of direct physical loss or damage to *covered property* during the policy term, including where applicable, Flood and Earthquake.
  - a. *Covered Property* (this may be property of the Insured and/or the property of others for which the Insured has assumed responsibility):
    1. Property which will become a permanent part of the project. This includes materials, supplies, equipment, machinery, foundations, and underground pipes and wiring; owner supplied materials, equipment, machinery and supplies, the value of which has been included in the total project value. Coverage to include commissioning and testing of equipment and systems including boilers, chillers, pumps and other similar equipment.
    2. Temporary structures including all scaffolding, construction forms, falsework, shoring, cribbing, fencing, and temporary buildings at the job site, when the value has been included in the total project value.
    3. Property while in transit from the time of loading until unloading at the final destination (the job site, a temporary offsite location).
    4. Property while at any location other than the job site, and on a temporary basis.
  - b. *Required Coverage Extensions*. Policy shall additionally cover the following, subject to policy sub-limits sufficient to cover the exposure, which shall be listed in the policy Declarations.
    1. Occupancy. The policy shall specifically permit and allow for beneficial or partial occupancy prior to substantial completion of the Project and acceptance by the Owner

2. Landscaping. Coverage shall extend to trees, shrubs, plants, lawns or sod to be planted as part of the insured project.
3. Extra Expenses. Extra expenses shall cover reasonable and necessary excess costs incurred during the period of repair of the damaged property and include equipment rental, emergency expenses, and other expenses necessarily incurred to reduce loss. Unless Owner requires it Extra Expenses would not include additional interest or debt service expense, business interruption, loss of earnings/income, or other delay in completion.
4. Construction Documents. Construction Documents shall cover Plans, Blueprints, Drawings, Models or other such Documents related to the project.
5. Debris Removal. In the event of direct physical loss or damage to the covered property the policy shall pay the necessary and reasonable costs: 1) to remove debris, including necessary demolition expenses, and/or 2) cost of cleanup at the insured site.
6. Architects and Engineers Fees
7. Expediting Expense
8. Fire Dept. Service Charges and Fire Protective Equipment Refill
9. Ordinance or Law/Demolition and Increased Cost of Construction

<Alternate Clause: CM - Water Damage Yes Alt>

<Yes Option: 'CM - Water Damage – Yes'>

10. Water Damage. Flood, as defined by the Owner in Section I.4 may or may not be required depending on the Project; however, the following Water Damage coverage is always required: back-up of sewers, drains and sumps; weight of snow, ice, sleet; sprinkler leakage; water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces – basements, whether paved or not; or doors, windows or other openings.

<End: 'CM - Water Damage – Yes'>

<Alternate Clause:CM - Delay In Completion Yes Alt>

<Yes Option: 'CM - Delay in Completion – Yes'>

11. Delay in Completion. Policy shall cover business income and extra expense (loss of rental income and/or gross earnings including concession and/or merchandise revenue; soft costs such as legal/accounting fees, design professional fees, insurance premiums for extending or renewing coverage, general overhead, etc.) in the event direct physical loss or damage to the covered project results in delay. Limit of Owner's coverage under the Policy shall be \$[[ CM - Delay in Completion Amount ]]. Coverage must be expressly stated on the Evidence of Property Insurance form.

<End: 'CM - Delay in Completion – Yes'>

<Alternate Clause: CM - Flood Yes Alt>

<Yes Option: 'CM - Flood – Yes'>

12. Flood. As defined by the Owner means the overflow of a body of water onto normally dry land. The policy shall include coverage for loss due to

Flood as defined above. The limit of liability for this peril must be equal to the completed value or \$5,000,000, whichever is less. The deductible for this peril may be as high as \$25,000. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss. Coverage must be expressly stated on the Evidence of Property Insurance form

<End: 'CM - Flood – Yes'>

<Alternate Clause: CM - Earthquake Yes Alt>

<Yes Option: 'CM - Earthquake – Yes'>

13. Earthquake. The policy shall include coverage for loss due to earth movement, including earth sinking, rising or shifting related to such event: landslide, including any earth sinking, rising or shifting related to such event, and including mine subsidence, whether man-made or not; earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. The limit of liability for this peril must be equal to the completed value or \$5,000,000, whichever is less. The deductible for this peril may be as high as \$25,000. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss. Coverage must be expressly stated on the Evidence of Property Insurance form.

<End: 'CM - Earthquake – Yes'>

- c. Coverage options - Owner **may**, at their option, additionally require these Coverage options:

<Alternate Clause: CM - Delay In Completion No Alt>

<No Option: 'CM - Delay in Completion – No'>

1. Delay in Completion. Policy shall cover business income and extra expense (loss of rental income and/or gross earnings including concession and/or merchandise revenue; soft costs such as legal/accounting fees, design professional fees, insurance premiums for extending or renewing coverage, general overhead, etc.) in the event direct physical loss or damage to the covered project results in delay.

<End: 'CM - Delay in Completion – No'>

<Alternate Clause: CM - Flood No Alt>

<No Option: 'CM - Flood – No'>

2. Flood. As defined by the Owner means the overflow of a body of water onto normally dry land. The policy shall include coverage for loss due to Flood as defined above. The limit of liability for this peril must be equal to the completed value or \$5,000,000, whichever is less. The deductible for this peril may be as high as \$25,000. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss.

<End: 'CM - Flood – No'>

<Alternate Clause: CM - Earthquake No Alt>

<No Option: 'CM - Earthquake – No'>

3. Earthquake. The policy shall include coverage for loss due to earth movement, including earth sinking, rising or shifting related to such event: landslide, including any earth sinking, rising or shifting related to such event, and including mine subsidence, whether man-made or not; earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. The limit of liability for this peril must be equal to the completed value or \$5,000,000, whichever is less. The deductible for this peril may be as high as \$25,000. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss.

<End: 'CM - Earthquake – No'>

8. Policy shall not be required to cover these types of property:
  - a. Machinery, tools, and equipment that will not become a permanent part of the project.
  - b. Vehicles licensed for road use, aircraft, watercraft, rolling stock.
  - c. Existing property at the job site, unless required by contract.
  - d. Money, securities, accounts, bills, stamps, and other similar items; precious metals and/or stones.
  - e. Water, timber, crops, animals; trees, shrubs, plants, and lawn or sod *already existing at the job site*.
  - f. Land, except excavations, grading, backfilling, filling or other movement of land if such Work is part of the project.
9. Acceptable Policy exclusions:
  - a. War and Military Action, including:
    1. War, including undeclared or civil war
    2. Hostile or warlike action by a military force in time of peace or war;
    3. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against any of these;
    4. Seizure or destruction of property by order of governmental authority.
  - b. Nuclear reaction, nuclear radiation or radioactive contamination from any other cause, however, loss or damage arising out of a resultant fire shall be covered (subject to the provisions of the insurance policy).
  - c. Mysterious disappearance or shortage found upon taking inventory;
  - d. Dishonest or criminal acts of the insured or its employees;
  - e. Seizure or destruction of property by order of any governmental authority; unless such action is ordered to prevent the spread of fire, in which case the policy shall pay for the damage to the covered property.
  - f. Loss from fungus, mold, mildew, and the like, unless otherwise specified in the insurance policy;

- g. Actual, alleged or threatened release, discharge, seepage, escape, or dispersal of Contaminants or Pollutants. However, if fire arises directly or indirectly from the actual release, discharge, seepage, escape or dispersal of Contaminants or Pollutants, any loss or damage insured under the policy arising directly from that fire shall be covered;
  - h. Asbestos removal per governmental order, plus any additional costs for such things as demolition, or cost of reconstruction or debris removal, arising out of such order.
  - i. Normal subsidence and/or normal settling, cracking, shrinking or expanding of foundations or any other part of the covered property;
  - j. Normal wear and tear, gradual deterioration, rust, corrosion, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
  - k. Omission or error in planning, zoning, development, surveying, design or specifications;
  - l. Defective or inadequate workmanship, materials, or maintenance.
- d. Terms and Conditions
1. Modification or Cancellation. The Construction Manager's insurance policies shall be modifiable or cancelable only after written notice has been delivered by Construction Manager to the Owner by certified or registered mail thirty (30) days in advance of such modification or cancellation. Construction Manager must agree to maintain such insurance for the duration of the Project.
  2. Delivery of Policies. Upon request, the Construction Manager 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 such copies of new or renewal insurance policies does not relieve the Construction Manager of its contractual obligation to provide the insurance coverages set forth.
  3. Notification of Insurance Carriers. The Construction Manager shall be responsible for notifying its insurance carriers of the provisions of this Agreement and for procuring insurance coverage for this contract on a timely basis. The Construction Manager shall not allow the Contractor to commence work under this contract until it has obtained all the insurance required and until evidence of such insurance has been approved by the Owner.
  4. Contractor's Liability. The procuring of the insurance required under this contract shall be considered solely as securing Construction Manager's obligations or liabilities assumed under this Agreement, including, but not limited to, the obligation to indemnify the Owner assumed under Section I and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Construction Manager 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 Construction Manager shall pay and make good all such obligations to the full extent thereof and to the extent that such insurance does not cover them.
  5. Enforcement of this Contract. In the event Owner retains legal counsel to secure performance by Construction Manager 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 Construction Manager has an indemnity obligation to Owner under any provision of this contract or otherwise, Construction Manager 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 Construction Manager, including, but not limited to, any and all expert witness fees and expenses.

6. Lapse of Insurance. In the event Construction Manager loses insurance coverage, Construction Manager shall cause all work on the project to stop and shall immediately notify Owner of such cancellation or other loss of insurance coverage. Owner shall withhold any future payments due to Construction Manager until the matter is resolved. Owner reserves the right to pursue any legal action necessary to cover losses. If Construction Manager procures replacement insurance in accordance with Contract Documents, Owner reserves the right to allow Construction Manager to continue work. There shall be no time credit for days not worked pursuant to this section.
7. Uninsured Loss Occurrence. In the event a loss occurs during the uninsured period, Owner reserves the right to withhold payment due to Construction Manager. Construction Manager shall immediately notify Owner of any loss. Owner shall withhold any future payments due to Construction Manager. Owner reserves the right to pursue any legal action necessary to cover losses. If Construction Manager remedies the loss and obtains the required insurance coverages, Owner reserves the right to allow Construction Manager to continue work. There shall be no time credit for days not worked pursuant to this section.

## J. TERMINATION AND SUSPENSION

### 1. Termination

#### a. Termination by Owner for Cause

1. The Owner may terminate the Contract if the Construction Manager:
  - a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - b. persistently fails to make payment to Subconsultants for materials or labor when due in accordance with the respective Agreements between the Construction Manager and the Subcontractors;
  - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Construction Manager seven (7) days' written notice, terminate employment of the Construction Manager and may, if the Construction Manager fails or is unable to commence and diligently pursue a cure during such seven day period:
  - a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Construction Manager;
  - b. accept assignment of subcontracts; and
  - c. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner in finishing the Work.
3. When the Owner properly terminates the Construction Manager for one of the reasons stated in Section J.1.a, the Construction Manager shall not be entitled to receive further payment until the Work is finished.

4. If the unpaid balance of compensation due to Construction Manager under the terms of the Agreement exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages, to the extent permitted hereunder, incurred by the Owner and not expressly waived, such excess shall be paid to the Construction Manager. If such costs and damages exceed the unpaid balance, the Construction Manager shall pay the difference to the Owner. The amount to be paid to the Construction Manager or Owner, as the case may be, and this obligation for payment shall survive termination of the Contract.

b. Termination by Owner for Convenience

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

a. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

b. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

c. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for services performed prior to the termination date, pursuant to the provisions described in Article E., plus any reimbursements then due.

2. Suspension

Owner may suspend this Agreement 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 Construction Manager, Construction Manager shall be paid for services performed prior to the suspension date, pursuant to the provisions described in Article E., 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.

K. REVISIONS TO THE PROJECT

The scope of the Project and preliminary 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 this Agreement.

L. NOTICES

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

To the Owner: The Board of Trustees of the University of Illinois :

[[ Capital Organization - Name ]]

[[ Capital Organization - Address ]]

[[ Capital Organization - City ]], [[ Capital Organization - State Code ]]

[[ Capital Organization - Zip Code ]]

Attention: [[ Capital Project Manager Name ]]

To the Construction Manager:

[[ Construction Management Firm - Name ]]  
[[ Construction Management Firm - Address ]]  
[[ Construction Management Firm - City ]], [[ Construction Management Firm -  
State Code ]] [[ Construction Management Firm - Zip Code ]]  
Attention: [[ Construction Management Firm - Contact Name ]]

All notices shall be effective upon receipt.

M. NONDISCRIMINATION AND REPORTING DIVERSITY PARTICIPATION

1. Nondiscrimination. Construction Manager agrees that, in performing under this Agreement, the Construction Manager shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, handicap, national origin, age or sex, nor otherwise commit an unfair labor practice. Construction Manager 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 Construction Manager's Professional Services Billing form shall identify all Consultants/Subconsultants that are certified by the Illinois Commission on Equity and Inclusion (CEI) as a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Women/Minority Business Enterprise (WMBE), or Business Owned By A Person With A Disability (PBE) as defined by the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. This information is requested only for the Owner's use in monitoring the level of Minority, Women, or Person with Disabilities Business Enterprise participation on its projects. The Construction Manager shall submit a diversity Consultant/Subconsultant Certification form for each MBE, WBE, or PBE identified in the Construction Manager's Professional Services Billing form. The Construction Manager shall also submit a diversity certification letter, originated by the certifying body, for each MBE, WBE, WMBE or PBE for review by the Owner prior to the execution of the Construction Manager Agreement. The Construction Manager's Professional Services Billing form shall also identify all Consultants/Subconsultants that are certified by the Illinois Commission on Equity and Inclusion (CEI) as a Veteran Owned Small Businesses (VOSB) and Service Disable Veteran Owned Small Businesses (SDVOSB) Consultants/Subconsultants.

N. PERSONNEL *(Any changes to the standard verbiage in this section need to be included on amendment form too)*

The Construction Manager shall assign only qualified personnel to perform any service concerning the Project. The Construction Manager 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 Construction Manager Professional Services Agreement compensation.
2. If changes to the project team are necessitated by emergency, Construction Manager 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 C herein.

The following named Construction Manager 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 Construction Manager.

<Insert Table of Individuals with Position Title from external source here>

O. APPLICABLE LAW

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

P. NO THIRD PARTY BENEFICIARIES

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

Q. 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.

R. 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 of 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.

S. CONFIDENTIALITY

Any information furnished by Owner shall be treated as confidential. Construction Manager shall not disclose information unless specifically authorized and required to do so by law. Marketing materials, promotional articles, award submittals, conference presentations, and any other public release of project information by Construction Manager shall be approved by Owner prior to production, submittal or release. Construction Manager is hereby advised that any part of this Agreement or any materials provided by the Construction Manager and marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law. Construction Manager 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.

T. 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:

1. The Construction Manager certifies that it has a Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit which are hereby made part of this agreement. Additionally, Supplemental University of Illinois Certifications identified on the Agreement are incorporated into the contract, By executing this Agreement, the Construction Manager 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 Construction Manager certifies compliance, and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

2. The Construction Manager certifies that [[ Construction Management Firm - Federal Tax Identification Number ]] is its Federal Taxpayer Identification Number and that it is doing business as a [[ Construction Management Firm - Legal Structure ]].
3. The Construction Manager certifies that it is authorized to practice the professional services specified in this Agreement under the applicable Illinois licensing and registration statutes.
4. 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.

#### U. OWNERSHIP AND USE OF DOCUMENTS

All bid documents, drawings, specifications, record drawings, and reproducible 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 Construction Manager shall not be responsible for such use and the Owner hereby releases the Construction Manager from responsibility and liability for such other use and agrees to be solely and completely responsible for such use. Construction Manager represents that bid documents, drawings, specifications, record drawings, and reproducible shall be original and not infringing on any pre-existing third party rights. Construction Manager hereby assigns all rights, title and interest including copyright in all bid documents, drawings, specifications, record drawings, and reproducible to Owner. The Construction Manager is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

V. CONSTITUTIONAL AND STATUTORY PROVISIONS

If this Agreement is funded from State of Illinois appropriated funds, the Construction Manager understands and agrees that this Agreement is subject to termination and cancellation without any penalty in any fiscal year in which the Illinois General Assembly fails to make an appropriation for payments under the terms of this Agreement. In the event of termination and cancellation for lack of appropriation, the Construction Manager shall be paid for services performed under this Agreement up to the effective date of the termination and cancellation.

W. OWNER'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Construction Manager shall use the Owner's web-based Project Management System to access and exchange project information with team members throughout the Project's life. This includes providing electronic copies of signed Certifications and Disclosures form; electronic copies of subconsultant Agreements and signed Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form for each subconsultant; processing payment applications, schedules, change requests/clarifications, project-related submittals and other services as identified in this Agreement, unless otherwise directed. Training on this system is available and is required to be taken by Construction Manager's representatives.

X. OWNER'S WEB-BASED VENDOR SERVICES APPLICATION

The awarded Construction Manager 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>

Y. COUNTERPARTS/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.

<p style="text-align: center; font-size: 24pt; color: #ccc;">University of Illinois Signature Block</p> <hr/> <p>Comptroller Delegate Signature</p> <hr/> <p>Signature Date</p>	<p>Construction Manager</p> <p><b>[[ Name (Primary Second Party) ]]</b></p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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## ATTACHMENT A

GUIDELINES FOR REIMBURSABLE EXPENSES ON  
CONSTRUCTION MANAGER AGREEMENTS

Reasonable reimbursable expenses as authorized by the Owner in writing will normally be approved and/or payment made based on the following (referred to in Article E.2 of Agreement):

Material (Where not included in bid documents.)	Testing	Payment will be based on copy of actual invoice. Administration costs are included in Fees
Trailers. (Temporary office for CM and AE and all project meetings. Includes FFE for on-site project staff. Includes grading, set up, utilities, and maintenance. Trailers should be of sufficient size to include necessary office furniture, fixtures (tables, chairs, file cabinets, boards, plan racks, etc.) and equipment (computers, fax machines, copy machines, etc.) for on-site project staff to operate efficiently and effectively.)		Payment will be based on copy of actual invoice.
Office Trailer Maintenance Maintenance and upkeep, security, cleanup, insurance, permits, drinking water, office supplies, fire extinguishers, small tools, small signs, closeout and cleanup		Not reimbursable expense; included in Fees
Construction Signs.		Payment will be based on copy of actual invoice.
Site Fencing.		Payment will be based on copy of actual invoice.
Toilets.		Payment will be based on copy of actual invoice.
Dumpsters, Trash.		Payment will be based on copy of actual invoice.
Reproduction and Printing Costs for CM.		Not reimbursable expenses; included in Fees.
Builder's Risk Insurance. Purchased by CM to meet Owner's requirements, administered by CM.		Payment will be based on copy of actual invoice.
General liability insurance and other insurance and fees		Not reimbursable expense; included in Fees.
Miscellaneous.		Payment will be based on prior approval of the Owner's project manager and copy of actual invoice.
Postage and Express Mail. With prior authorization for unusual or exceptional conditions, postage/shipping may be reimbursable.		Routine and typical postage included in Fees. Payment for unusual and pre-approved cases will be based on copy of actual invoice.
Telephone and Cellular Telephone.		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.
Computers/Software CM responsible for CM workstations.	Not reimbursable expenses; included in Fees.
Internet Services and Internet Data Connections. Recommend use of UI CITES. Includes monthly service costs.	Not reimbursable expenses; included in Fees.
Construction Progress Photographs, Handheld Cameras. Weekly when construction commences, with focus on recording status of critical path activities that correlate to CPM schedule.	Not reimbursable expenses; included in Fees.
Webcam As requested by Owner	Payment will be based on copy of actual invoices.
Standard Job Site Consumables and Small Tools - Radios and communications - Vehicles, fuel, maintenance, licenses	Not reimbursable expenses; included in Fees.

ATTACHMENT B

HOURLY RATE SCHEDULE

In accordance with Article E.4. of the Agreement, the following Total Hourly Rates <sup>1</sup> apply to all services procured on an hourly basis, commencing on the effective date of this Agreement and ending upon conclusion of service(s) shown on Attachment C or ending on a date to be determined by a written amendment to the Agreement.

Insert 'Attachment B - Hourly Rate Schedule' from the 'CM Att. B' tab of the Input Worksheet

*Note 1: Actual Hourly Rates refers to the rates listed in the Attachment B at the time of signing this Agreement. Actual Hourly Rates cannot be adjusted during the life of the Agreement.*

ATTACHMENT C

TIME OF COMPLETION

The Construction Manager shall perform its services in a prompt and timely manner to attain project completion as described below:

Insert the 'Attachment C – Time of Completion' table from the 'CM Att. C' tab of the Input Worksheet

ATTACHMENT D

CM/SUBCONSULTANT WORK SUMMARY

In accordance with the requirements of Article C, please disclose the CM's 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 CM and Subconsultant(s). Each CM and Subconsultant listed below are required to complete the attached two (2) page Certification form. **These forms must be returned with the signed Construction Management Agreement.**

Insert the 'Attachment D – CM/Subconsultant Work Summary' table from the 'CM Att. D' tab of the Input Worksheet

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

ATTACHMENT D

CM/SUBCONSULTANT DIVERSITY AND VETERAN CERTIFICATION

Project #/Name: \_\_\_\_\_ Federal Tax Identification #: \_\_\_\_\_

CM or  Subconsultant Name \_\_\_\_\_

\_\_\_\_\_  
(Address, City, State, Zip, Telephone)

1. The CM/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 CEI and:

A: The Business Ownership is:

MBE     WBE     WMBE     PBE     VOSB     SDVOSB     Not Certified with CEI

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 CM/Subconsultant verifies to the accuracy of the information and to the best of their knowledge the information is true and correct, and that the CM/Subconsultant has agreed to perform the indicated contract/subcontract. The CM/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. Female: The term "Female", 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. Person with a disability: The term "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: 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: 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: 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 WMB firms are considered to be within either "MBE" or "WBE" categories. For purposes of University

of Illinois Contract Documents, WMBE firms will be included in "MBE/WBE" References. A firm cannot be designated as more than one business enterprise between MBE/WBE/PBE and VOSB/SDVOSB.

- G. Person with Disabilities Owned Business: The term "Person with Disabilities Owned Business", 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. (Person with Disabilities Owned Businesses are also referred to as Person with Disabilities 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 Illinois Commission on Equity and Inclusion.
- 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 Illinois Commission on Equity and Inclusion.

ATTACHMENT E  
Sample Language for Additional Phases

The sole purpose of this attachment is to provide sample language for additional phases that Owner may, at its discretion, seek to add via future amendments to the agreement. Nothing in this attachment should be relied upon as a promise, suggestion, or inducement to amend this contract for future services. This language is provided by Owner as a courtesy only to assist with future project negotiations and amendments as may be necessary.

A. PROFESSIONAL SERVICES

BASIC SERVICES

1. PLANNING/PROGRAMMING PHASE

a. Planning Phase

The Construction Manager shall provide services during the Planning Phase to support selection of a Professional Services Consultant for design services as set forth below:

1. Review Owner's original design drawings, previous design concepts, and available records as provided by Owner. Evaluate previous studies to develop understanding of their contents, in order to assist Owner in developing planning and programming that will meet Owner's criteria for Scope, Budget, and Schedule.
2. Attend Professional Services Consultant's (PSC) design presentations during PSC selection and promptly (within one week) provide written input to Owner regarding design, schedule, constructability, and estimated costs of each of the proposed designs.
3. Assist Owner in selection of design scheme compatible with programming needs that will be developed during Planning Phase.
4. Assist Owner in selection of Professional Services Consultant(s) for project design.

b. Programming Phase

The Construction Manager shall provide services during the Programming Phase as set forth below:

1. Develop a complete scope of the work for the project by working with the selected Professional Services Consultant(s) and Owner.
2. Assist and actively participate with the Professional Services Consultant during programming to ensure design is progressing as necessary and meets Owner's expectations for cost, schedule, and constructability. Attend regular meetings with the Professional Services Consultant and actively evaluate and recommend alternatives in a timely manner. Provide written feedback to the Owner's representative.
3. Prepare an execution plan and schedule for Design/Bid/Build delivery for the complete project that meets Owner's requirements for construction of entire scope, consistent with applicable regulations and requirements for procurement, during the time frame specified.
4. Conduct investigations and inspections critical to constructability and schedule needs for use in design.
5. Review Professional Services Consultant(s)'s cost estimate and provide comments to the Owner.

2. SCHEMATIC DESIGN PHASE

The Construction Manager shall provide services during the Schematic Design phase as set forth below:

- a. Develop a comprehensive project schedule with input from the Owner and Professional Services Consultant(s) that includes adequate detail to actively track progress through the pre-construction phase. Monitor all activities during the pre-construction phase and work with the Owner and Professional Services Consultant(s) to assure that the schedule is maintained. Promptly notify the Owner and Professional Services Consultant(s) of any deviations from the schedule or concerns the Construction Manager may develop regarding project progress and recommend appropriate corrective action. Development and management of the project schedule including taking and recommending appropriate corrective action is one of the primary responsibilities of the Construction Manager throughout the entire project.
- b. Review Project scope overview with Professional Services Consultant(s), Engineer and Owner. Include fast track or phased bidding schedule as appropriate. Review and update the Owner's Project schedule such that it coordinates and integrates the Construction Manager's, Professional Services Consultant(s)'s, Engineer's, and Owner's preconstruction and construction activities in accordance with the proposed construction schedule. Meet with Owner's personnel to evaluate activities and schedules (including staff program relocations and remodeling, existing building demolitions or moving, site utility demolitions and relocations, site clearing, proposed building construction and all site Work) and determine alternatives for schedule conflicts with the Owner. Manage the Project schedule so all activities adhere to the dates.
- c. Review and evaluate the Owner's total Project budget including facility development and construction costs, site costs (utility infrastructure, demolition and relocations, hardscape and landscape development), and building construction costs including escalation and Project contingencies, construction general conditions costs and other costs. Prepare project cash flow analyses for the overall project.
- d. Analyze the site and building design parameters, evaluate and prepare preliminary site usage (for buildings and site demolition Work, site utility relocations, new building construction and site Work) and construction staging, recommendations for review with the Professional Services Consultant(s) and Owner.
- e. Evaluate primary building, materials, systems, equipment and special requirements including level of performance, availability of materials (labor and equipment) time requirements for procurement, installation and construction of Project and costs of alternative materials, systems and equipment.
- f. Prepare preliminary construction cost estimates for the schematic design(s) based on area, volume, systems, space types or other standards. Evaluate floor-to-floor heights and their costs impact. At the completion of this phase the Construction Manager shall assist the Professional Services Consultant(s) in making recommendations to the Owner of possible cost reduction or reductions to the scope of the Project to further reduce the Construction cost budget or to bring it within the budget if the Construction Manager's construction cost estimate exceeds the preliminary construction cost budget. The Construction Manager shall compare its estimate to the Professional Services Consultant(s)'s estimate for discrepancies and resolve all discrepancies to within 2%.
- g. Review Professional Service Consultant(s)'s designs and details during their development. Make recommendations on relative feasibility of construction methods, building quality, constructability, details and possible economies. Provide written review comments on the Professional Services Consultant(s)'s submittals at each estimate period to the Owner and Professional Services Consultant(s). Coordinate frequent meetings with the Professional Services Consultant(s) in order to ensure design and its details under development are consistent with required project schedule and budget. Some of these reviews may require travel of selected Construction Manager staff to the offices of the Professional Services Consultant.

- h. Evaluate LEED requirements and the associated impact on construction to ensure cost, schedule and constructability concerns are addressed.

### 3. DESIGN DEVELOPMENT PHASE

The Construction Manager shall provide services during the Design Development phase as set forth below:

- a. Review Project scope overview with Professional Service Consultant(s) and Owner. Include fast track or phased bidding schedule as appropriate. Review, confirm, and update the Project master schedule such that it coordinates and integrates the Professional Service Consultant(s), and Owner's preconstruction and construction activities. Manage the Project master schedule so all activities adhere to the dates.
- b. Review and update the Owner's total Project budget including facility development and construction costs, site costs (utility infrastructure, demolition and relocations, hardscape and landscape development), and building construction costs including escalation and Project contingencies, construction general conditions costs and other costs. Prepare project cash flow analyses for the overall project and every subproject.
- c. Review Professional Service Consultant(s)'s designs and details during their development. Make recommendations on relative feasibility of construction methods, building quality, constructability, details and possible economies. Provide written review comments on the Professional Services Consultant(s)'s submittals at each estimate period to the Owner and Professional Services Consultant(s). Coordinate frequent meetings with the Professional Services Consultant(s) in order to ensure design and its details under development are consistent with required project schedule and budget.
- d. Evaluate primary and secondary building materials, systems, equipment and special requirements including level of performance, availability of materials (labor and equipment) time requirements for procurement, installation and construction of the Project and costs of alternative materials, systems and equipment, including shift and premium time to deliver project within prescribed time frame.
- e. Analyze the site and building design parameters, evaluate and prepare preliminary site usage (for buildings and site demolition work, site utility relocations, new building and site work) and construction staging recommendations for review with the Professional Services Consultant(s) and Owner.
- f. Prepare for the Owner's and Professional Services Consultant(s)'s review a detailed construction cost estimate based on design development documents prepared by the Professional Services Consultant(s). The estimate should be prepared on a construction category basis for basic elements, such as site Work, structures, foundations mechanical systems, electrical systems, fixed equipment, etc., in sufficient detail to permit a review of the design and to make such reductions or substitutions in the scope of the Work as may be necessary to keep the project within the budget.
- g. At the completion of this phase, if the Construction Manager's construction cost estimate exceeds the Owner's construction cost budget, the Construction Manager shall assist the Professional Services Consultant(s) in making recommendations to the Owner of possible cost reduction or reductions to the scope of the Project to bring it within the budget. The Construction Manger shall compare its estimate to the Professional Services Consultant(s)'s estimate for discrepancies and resolve all discrepancies to within 2%.
- h. Evaluate LEED requirements and the associated impact on construction to ensure cost, schedule and constructability concerns are addressed.

### 4. CONSTRUCTION DOCUMENTS PHASE

The Construction Manager shall provide services during the construction documents phase as set forth below:

- a. During the preparation of plans and specifications, Construction Manager shall furnish to the Owner and Professional Services Consultant updated 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 the one hundred percent (100%) stage. Construction Manager shall compare its estimates to Professional Services Consultant's estimates for discrepancies and resolve all discrepancies to within 2%. If such construction cost estimates based upon the construction documents exceed the Owner's construction cost budget (not including contingencies), the Construction Manager shall assist the Professional Services Consultant(s) in making recommendations to the Owner of possible cost reductions or reductions in the scope of the Project, or through the use of alternates, such cost savings as will satisfy the Owner that the Project will be bid within the construction cost budget. All reductions or alternates shall be approved in writing by the Owner. Prepare project cash flow analyses for the overall project. Construction Manager shall coordinate with Professional Services Consultant in order to ensure design documents are issued for review in accordance with the project schedule. The schedule will include activities for cost estimates to be completed and delivered in a timely manner with the submittal.
- b. Provide written review comments on every Professional Services Consultant design submittal to the Owner and the Professional Services Consultant. Coordinate frequent meetings with the Professional Services Consultant in order to ensure the design and its details are consistent with the required project schedule and budget.
- c. Assist the Professional Services Consultant in coordinating the drawings and specifications. Work with the Owner and the Professional Services Consultant in the development of front end documents to comply with federal, state, and local rules and regulations, general conditions (assignment of responsibilities), general requirements, and contract forms. Review the drawings and specifications for completeness, coordination and constructability for the purpose of minimizing change orders during construction. Recommend clarifications to the Professional Services Consultant(s). For phased projects the Construction Manager shall review design documents to ensure coordination between phases. With the Owner's approval, the Construction Manager shall process and administer Owner directives, as executed by the Owner, to the Contractor(s) to accelerate behind schedule Work.
- d. Provide for the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of contractors and the implementation of applicable federal, state, and local laws and programs. Verify that the requirements and assignment of responsibilities are included in the construction documents.
- e. Provide for the separation of the construction documents into divisions for various categories of Work to enhance coordination and constructability in accordance with the requirements of the Illinois Procurement Code and other laws and regulations applicable to the Owner. Review the drawings and specifications and make recommendations and author scope statements for inclusion in the construction documents as required, for review by the Owner and Professional Services Consultant, to assure that: a) the Work of the contractors is coordinated, b) all requirements for the divisions of Work have been assigned to the appropriate separate contract, c) the likelihood of jurisdictional disputes has been minimized, and d) proper coordination has been provided for the construction of the Project.
- f. Develop a final comprehensive, resource loaded, and detailed construction schedule (computerized CPM) providing for all major elements of building demolition, site utility demolition and relocations, site clearing, building construction, site development and

landscaping and times of commencement and completion required of each contractor (computerized CPM) and review with the Owner and Professional Services Consultant. Include the approved Project construction schedule in the construction documents. Develop a site mobilization plan for review with the Owner and Professional Services Consultant and inclusion in the construction documents. Project schedule, with input from the Owner and Professional Services Consultant, will include adequate detail to actively track progress from the start of the construction documents phase through project closeout.

- g. Develop a strategy regarding bidding divisions of work to maximize competition and participation based on market research, local trends, and capability of contractors.
- h. Interface with multiple existing and planned projects, on campus and in the local area, to ensure coordination of projects and optimal contractor participation.
- i. Investigate and recommend a schedule for the purchase of materials and equipment requiring long lead time procurement if appropriate, and coordinate the schedule with the early preparation of portions of the construction documents. Expedite and coordinate purchase and delivery of these items.
- j. Identify applicable requirements for equal employment opportunity programs for inclusion in the construction documents.
- k. Provide recommendations and implementation for separation of the construction documents into divisions for various categories of work considering the local bidding climate and overall schedule goals, including manpower utilization and BEP/VBP certified vendor participation identified by the Owner. Actively participate with Owner to cultivate interest and maximize minority and female manpower utilization as well as BEP/VBP certified vendors as prime bidders, or as subcontractors, vendors, suppliers to bidders, such that the Owner's goals for BEP/VBP certified vendor participation are met.
- l. Investigate and recommend a schedule for Owner Purchase of materials and equipment requiring long lead time procurement.
- m. Review the drawings and specifications, make recommendations and author scope statements for the construction documents.
- n. Evaluate LEED requirements and the associated impact on construction to ensure cost, schedule and constructability concerns are addressed. Ensure proper incorporation into bid and scoping documents.

## 5. BIDDING PHASE

The Construction Manager shall provide services during the bidding phase as set forth below:

- a. Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Assist Owner in pre-qualification of potential bidders and develop bidders lists for distribution of documents. Cultivate bidder interest and assist in achieving BEP/VBP participation goals in contracting.
- b. Establish bid schedules. Assist the Owner and Professional Services Consultant in conducting pre-bid conference(s) to familiarize bidders with the construction documents and management techniques and with any special systems, materials, or methods. Review with the Professional Services Consultant the questions from bidders and assist Professional Services Consultant in development of appropriate addenda to be prepared by the Professional Services Consultant to respond to bidders' questions as appropriate.
- c. Conduct the prebid conferences and respond to all bidders questions after consulting with the Professional Services Consultant and Owner. Construction Manager shall

review availability of appropriate firms and reach out to BEP/VBP certified vendors to encourage them to attend such events.

- d. Evaluate the cost impact of any addenda issued by the Professional Services Consultant to ensure the construction cost estimate remains within the funds available for construction.
- e. Assist the Owner and Professional Services Consultant in conducting bid opening(s) and in review and evaluation of bids received. Review the project scope with the apparent low, responsive, responsible bidders and verify they correctly understand the project requirements.
- f. Prepare bid tabulation, and submit written recommendations to the Owner and Professional Services Consultant for award of contracts or rejection of bids. Final selection of bids shall be made by Owner in accordance with applicable state procurement statutes. Recommend amount of construction contingency for each contract.
- g. Advise the Owner and Professional Services Consultant on the acceptability of subcontractors and material suppliers proposed by contractors.

## 6. CONSTRUCTION PHASE

The construction phase will commence after the award by the Owner of the initial construction contracts and upon the date written notice to proceed is given to the contractor(s) and together with the Construction Manager's obligation to provide basic services under this agreement, will end after final payment is made to all contractors. The Construction Manager shall provide construction services during the construction phase as set forth below:

- a. Provide administrative, management, and related services as required to coordinate the Work of the contractors with each other and with the activities and responsibilities of the Construction Manager, Owner and Professional Services Consultant to complete the Project in accordance with the Owner's objectives for cost, time, and quality. Provide sufficient organization, personnel, and management to carry out the requirements of the agreement. Implement general conditions Work, monitor budget and include status as part of the monthly written report submitted to the Owner.
- b. Schedule and conduct pre-construction, construction coordination, safety, and monthly pay and progress meetings to discuss such matters as procedures, progress, costs, submittals, safety programs, scheduling, problems, etc. Prepare and promptly distribute minutes.
- c. Consistent with the resource loaded CPM construction schedule issued with the construction documents, and utilizing schedules provided by the contractors, update the Project construction schedule incorporating the activities of contractors on the Project, including activity sequences and durations, allocations of labor and materials. Include the Owner's written occupancy requirements showing portions of the Project having occupancy priority (if applicable). Update and reissue the Project construction schedule as required and agreed with Owner, which may be weekly to monthly to show current conditions and revisions required by actual experience. With the Owner's approval, the Construction Manager shall process and administer Owner directives, as executed by the Owner, to the Contractor(s) to accelerate behind schedule Work.
- d. Review and arrange for the delivery of products requiring long lead time procurement. Monitor material fabrications and deliveries.
- e. The Construction Manager shall require inspection or re-inspection and testing or retesting of the Work in accordance with the provisions of the Construction Documents whenever appropriate; but will take such action only after written notification to the Owner. The Construction Manger shall observe all tests required by the Contract

Documents and shall review the results of all tests required by the Construction Documents. The Construction Manager shall distribute to the Owner and the Professional Services Consultant copies of all test reports for which it is responsible.

- f. Assist the Professional Services Consultant in determining that the Work of each Contract is being performed in accordance with the contract documents and endeavor to guard the Owner against defects and deficiencies in the Work. Construction Manager shall not be responsible for the Work of any contractor, but shall recommend courses of action to the Owner and Professional Services Consultant when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- g. Make appropriate recommendations to the Professional Services Consultant and Owner regarding special inspection or testing of Work that appears not to be in accordance with the provisions of the contract documents, whether or not such Work be then fabricated, installed, or completed. Recommend to the Owner and Professional Services Consultant rejection of Work which does not conform to the requirements of the contract documents.
- h. Revise and refine the approved construction cost budget, incorporate approved changes and pending changes as they occur and develop cash flow reports and forecasts as needed by the Owner.
- i. Maintain cost accounting records, (developed in accordance with the Owner's requirements) on authorized Work performed under base contract, change orders, or additional Work performed on the basis unit costs or the actual costs of labor and materials, or other Work requiring accounting records as needed by the Owner. Provide as part of the monthly written report submitted to the Owner.
- j. Receive certificates of insurance from the contractors and forward them to the Owner. Monitor insurance update requirements and expiration dates to assist the Owner in maintaining effective Project-wide insurance coverage. Provide insurance log as part of the monthly written report submitted to the Owner.
- k. Recommend necessary changes to the Owner and Professional Services Consultant. Review requests for changes, assist in negotiating contractors' proposals, and submit recommendations to the Owner and Professional Services Consultant. If they are accepted, prepare and process change orders for execution by contractor, Professional Services Consultant and Owner.
- l. Develop and implement procedures for the review and certification by Construction Manager and Professional Services Consultant of applications for payment and the processing of these payment requests by the Owner. Make recommendations to the Owner and Professional Services Consultant for certification by the Owner for payment.
- m. Review the safety programs developed by each of the Contractors for purposes of confirming that the contractors are coordinating their respective safety programs with those of the other contractors. The Construction Manager by reviewing the safety program of each contractor shall not relieve the contractors of their liability and their obligation to comply with all Federal, State and local laws and regulations related to the safe performance of their Work. Maintain records of all accidents for delivery to the Owner, as they occur. Provide accident log and safety report as part of the monthly written report submitted to the Owner.
- n. Consult with the Professional Services Consultant if any of the contractor's requests interpretations of the meaning and intent of the contract documents and assist in the resolution of questions which may arise. Monitor contractors' quality of Work.

- o. Receive from the contractors and review all shop drawings, product data, samples, and other submittals for compliance with transmittal requirements specified in the respective trade contracts. Submit on a timely basis to the Owner and Professional Services Consultant for review and approval. In collaboration with the Owner and Professional Services Consultant, establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, and other submittals.
- p. Record the daily progress of the Project. Submit monthly written progress reports to the Owner and Professional Services Consultant including information on each contractor and each contractor's Work. Keep a daily log containing a record of weather, contractor's Work on the site, number of workers, Work accomplished, equipment utilized, problems encountered, accidents, and other similar relevant data as the Owner may require. Provide copy of daily log to the Owner and Professional Services Consultant.
- q. Maintain at the Project site, on a current basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all field changes made during construction, shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, meeting reports, monthly reports, all insurance certificates including contractor's certificates, test reports and other related documents and revisions which arise out of the contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner and Professional Services Consultant. At the completion of the Project, deliver all such records to the Owner as requested.
- r. Maintain a list of visitors, their titles, and time and purpose of their visit. Have all visitors sign Visitor's Release form. Submit reports as requested by the Owner. Accompany visitors on the site and instruct visitor of proper site safety as required.
- s. Coordinate delivery and storage for Owner purchased materials, systems, and equipment, which are a part of the Project, until such items are assigned to a contractor for installation and hookup. Manage site logistics, staging, staging areas, coordination between projects, and traffic plans.
- t. With the Professional Services Consultant and the Owner's commissioning personnel, observe the contractor's check-out of utilities, operational systems, and equipment for readiness and assist in their initial start-up, testing, and instruction to the Owner's Facilities and Services personnel. Videotape all instructional sessions for delivery to the Owner. Coordinate with the Commissioning agent. Coordinate testing and balancing efforts.
- u. When the Construction Manager and Professional Services Consultant have determined each contractor's Work or a designated portion thereof substantially complete (which includes securing from the contractors all close out submittals submitted to Professional Services Consultant for approved compliance with contract document requirements and resolution of all contractor claims), the Construction Manager shall prepare with the Owner and Professional Services Consultant a punch list of incomplete or unsatisfactory items and a schedule for their completion. After the Professional Services Consultant, Construction Manager and Owner certify the date of substantial completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work. Prepare substantial completion documentation for execution.
- v. Coordinate and secure Certificate of Occupancy. Schedule, coordinate and execute installation and fit-out of the Owner's furniture, fixtures, and equipment.

- w. Prepare for the Owner and Professional Services Consultant a summary of the status of the progress being made in completing the Work of each contractor, listing changes in the previously issued certificates of substantial completion of the Work and recommending the schedule within which the contractors shall complete the uncompleted items on their certificates of substantial completion of the Work.
- x. Make recommendations to the Owner and Professional Services Consultant when contractors' Work is ready for final inspection.
- y. Assist the Owner and Professional Services Consultant in conducting final inspections and all closeout procedures. Prepare final completion certificates for contractors and secure final payment applications, and review for closeout compliance with contract document requirements including all required written warranties, affidavits, releases, bonds and waivers and deliver to Professional Services Consultant and Owner for final processing. Construction Manager's review of the required documents contained in this paragraph shall be conducted in its capacity as a Construction Manager and not as a licensed design or legal professional. Deliver all approved contractor closeout submittals to Owner. Assist Owner in resolving any claims by contractors.
- z. Prepare the minutes of all meetings or conferences and distribute to all parties as designated.
  - aa. Each month the Construction Manager shall record or cause to be recorded on the field construction drawings all field changes made during that month. Upon completion of the Work, the Construction Manager shall record or cause to be recorded on one (1) set of construction drawings all field changes that have been made in the completed Project so that the As-Built drawings will be an accurate and complete record of the final Work as in place. Deliver set of drawings to the Owner and Professional Services Consultant for their use.
  - bb. Verify whether each contractor is providing sufficient labor resources to maintain the Project construction schedule. Issue weekly reports to the contractors, Professional Services Consultant(s) and Owner showing whether the contractor is providing adequate resources as indicated on the resource loaded schedule. These reports should include an analysis of whether the contractor is in compliance with minority and female manpower utilization goals and BEP/VBP participation goals for the project and make recommendations to the Owner regarding compliance.
  - cc. The Construction Manager shall oversee and coordinate abatement activities including schedule compliance and coordination.
  - dd. Provide Builder's Risk Insurance policy for the entire project.
  - ee. Ensure LEED requirements related to construction operations as established by Owner are met on the Project.