

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/PROFESSIONAL SERVICES SMALL PROJECT 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) [[Professional Services Firm - Legal Structure]] existing under the laws of the State of [[Professional Services Firm - Laws of the State of]], hereinafter referred to as "Professional Services Consultant" or "PSC" whose registered agent in Illinois is

[[Professional Services Firm - Registered Agent Name]]
[[Professional Services Firm - Registered Agent Address]]
[[Professional Services Firm - Registered Agent City]], [[Professional Services Firm - Registered Agent State Code]], [[Professional Services Firm - Registered Agent Zip Code]]

A. SCOPE OF SERVICES

The Professional Services Consultant shall provide the services set forth herein.

- 1. SERVICES TO BE PERFORMED
- 2. REPORTS AND DELIVERABLES

B. REQUIRED POLICIES AND PROCEDURES

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

- 1. Building code requirements, and the Owner's campus facilities standards;
- 2. The Owner's standard documents for construction contracts;
- 3. Accessibility standards for the handicapped;
- 4. Illinois Procurement Code (including multiple contract bidding, if required);
- 5. Equal Employment Opportunity policies; and,
- 6. Alternates to assure that Project can proceed within the Owner's construction cost budget.

7. Owner’s Program Statement or Owner’s program criteria when consultant’s scope is to write a Program Statement.

C. MEETING RECORDS

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

D. SUBCONSULTANTS

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

Table 1: Contracts and Level Descriptions

Contract Type	Level	Contract	\$ Amount
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 Professional Services Consultant with the Bid documents are hereby made part of this contract.
2. The Supplemental University of Illinois Certifications identified in the Statutory Certifications section of this 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 Professional Services Consultant acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in

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

- subconsultant(s) name(s)
- address(es)
- subconsultant contract value(s)
- general type(s) of work to be performed
- Form A, Form B, or CPO Financial Disclosure Affidavit
 - Certifications are required for greater than \$50,000.
 - 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.

These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

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

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

E. TIME OF COMPLETION

Time is of the essence in this Agreement. The Professional Services Consultant 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 Professional Services Consultant 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.

F. COMPENSATION

<Alternate Clause: PSA - Short Form Compensation Type Alt. This allows the display of 3 compensation types. Hourly NTE and Fixed, Hourly NTE, and Fixed>

<Hourly NTE and Fixed Option: ‘PSA Short - Compensation Type - Hourly and Fixed’>

- 1. Fees for Professional Services. The Professional Services Consultant shall receive as compensation, subject to additions and deductions provided for herein, for professional services required herein, including services performed by professional subconsultants, hourly not-to-exceed fee of \$[[PSA Short - Compensation - Hourly]] and fixed fee of \$[[PSA Short - Compensation - Fixed Fee]], plus authorized reimbursables (described in F.2. below), for a total compensation of \$[[PSA Short - Compensation - Total]].

<End: ‘PSA Short - Compensation Type - Hourly and Fixed’>

<Fixed Option: ‘PSA Short - Compensation Type – Fixed’>

- 1. Fees for Professional Services. The Professional Services Consultant shall receive as compensation, subject to additions and deductions provided for herein, for professional services required herein, including services performed by professional subconsultants, fixed fee of \$[[PSA Short - Compensation - Fixed Fee]], plus authorized reimbursables (described in F.2. below), for a total compensation of \$[[PSA Short - Compensation - Total]].

<End: ‘PSA Short - Compensation Type – Fixed’>

<Hourly Option: ‘PSA Short - Compensation Type – Hourly’>

- 1. Fees for Professional Services. The Professional Services Consultant shall receive as compensation, subject to additions and deductions provided for herein, for professional services required herein, including services performed by professional subconsultants, hourly not-to-exceed fee of \$[[PSA Short - Compensation - Hourly]] plus authorized reimbursables (described in F.2. below), for a total compensation of \$[[PSA Short - Compensation - Total]].

<End: ‘PSA Short - Compensation Type – Hourly’>

- 2. Reimbursable. The Professional Services Consultant shall be reimbursed for actual and reasonable costs incurred by the Professional Services Consultant for the performance of the Owner-requested services including photographs, mock-ups, soil borings, topographical site surveys, specialized site tests, design phase material and/or equipment testing, construction phase material testing, review document printing, bid document printing, copies of record drawings provided on bond paper and CD-Rom, rendering and/or detailed presentation models, equipment rental to facilitate site inspection work, and other reasonable expenses as may be authorized by the Owner in writing. Supporting documentation, including receipts for expenses, is required (refer to Attachment A attached hereto

and made a part hereof). The cost for reimbursable expenses is estimated to be \$[[PSC Short Reimbursable Expenses]].

3. Additional Services. If the Professional Services Consultant shall be required to perform services in addition to those contemplated herein under Article A., the Professional Services Consultant shall receive compensation for such additional services on an hourly basis in accordance with Article F.4. of this Agreement unless Owner agrees to fixed price contract change. No payment shall be made for additional services unless: 1) a request is made in writing by the Professional Services Consultant to the Owner together with an estimate of the cost of the services considered to be additional and approval is secured in writing from the Owner in advance of the performance thereof; and 2) the scope of such additional services and compensation is confirmed by a written amendment or field directive to this Agreement (Diversity Certification, Attachment D, for subconsultants must be attached, if applicable). In case of dispute as to whether the services are compensable under this section as Additional Services, the Professional Services Consultant shall, after receiving written direction from Owner, provide the directed services, maintaining records of costs for later resolution.
4. Hourly Rate Schedule. Compensation for services paid under this Agreement shall be made based on an hourly basis reimbursement for actual costs based on Actual Hourly Rates* listed in Attachment B and a negotiated fixed fee. Items eligible for hourly basis reimbursement compensation may include the actual payroll cost of labor on an hourly basis and the general and administrative overhead and burden, including but not limited to payroll related taxes, insurance and fringe benefits. General and administrative overhead and burden as well as negotiated fixed fee will be in accordance with Attachment B, which is made a part of this Agreement.
5. Payments. All compensation shall be paid in monthly installments as the various phases of the work progress. Each installment shall identify every Consultant/Subconsultant with respective payment information, as well as diversity status, for each phase of work performed. Payments for Subconsultants will only be processed if the documentation required by applicable law, including the Illinois Procurement Code (30 ILCS 500/1 et seq.), and this Agreement has been provided by the Professional Services Consultant to the Owner. The requirements are listed in Section D – Subconsultants. 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 services completed.
 - b. Hourly Fees shall be paid in accordance with the actual hours expended during that particular month (Actual Hourly Rates* times actual hours worked from time sheets which are signed by the employee and supervisor, and which are used as the original documents to process the Professional Services Consultant's payroll and/or job allocation), subject to the Owner's approval.

G. OWNER PROVIDED INFORMATION

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

H. PROFESSIONALSERVICES CONSULTANT'S STATUS

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

I. ASSIGNMENT

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

J. INSURANCE AND INDEMNIFICATION

1. Indemnification. To the fullest extent permitted by law the Professional Services Consultant agrees to pay and reimburse and indemnify, keep and hold harmless the Owner, its Trustees, officials, agents, employees, servants and their respective heirs, executors, administrators, officers, directors, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' consultants', and experts' fees and expenses, and including both litigation and pre-litigation expenses, arising out of or connected with: (a) any injury to or death of persons or damage to or loss of destruction of property (other than the Work itself) to the extent caused by or attributable to errors or omissions or negligent acts, or willful acts, of the Professional Services Consultant, its sub-consultants, sub-contractors, officers, agents, representatives, or employees; (b) any error, omission, or negligent act; (c) any breach by the Professional Services Consultant or its sub-consultants, sub-contractors, officers, agents, representatives, or employees under this Agreement. Professional Services Consultant expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit its responsibilities or liabilities or serve as a limit in recovery.
2. Professional Liability. The Professional Services Consultant agrees to procure and maintain during the term of this Agreement, and as long as necessary thereafter to cover claims with respect to its performance under this Agreement, Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), and with a deductible amount of not more than One Hundred Thousand Dollars (\$100,000.00), with an insurance carrier and policy terms approved by the Owner, which approval shall not be unreasonably withheld. The Professional Services Consultant shall submit to Owner a certificate of insurance as evidence of said coverage.
 - a. The professional liability insurance policy shall provide that the insurer will pay on behalf of the Professional Services Consultant, all amounts and damages which the Professional Services Consultant shall become legally obligated to pay to any person or entity (including, but not limited to, the Owner), and their officers, trustees, directors, agents and employees, arising out of the performance of professional services by the Professional Services Consultant. The Professional Services Consultant shall pay any amounts and damages not paid by the insurer, including but not limited to deductibles or for any amounts and damages in excess of the policy limits, and any other costs which may have been incurred by the Owner as approved by a court or other tribunal of competent jurisdiction.
 - b. The insurance carrier shall have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide.
 - c. Subconsultants must comply with the same underlying insurance coverage requirements as the Professional Services Consultant, except as otherwise agreed to in writing by the Owner and shall submit the required Certificate of Insurance to the primary Professional Services Consultant.
 - d. When claims-made policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by

Professional Services Consultant or subconsultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

3. Professional Services Consultant Liability Insurance. In addition to the professional liability insurance referenced above, the Professional Services Consultant agrees to maintain the following insurance coverage for the duration of the project or the term for which services will be rendered, and as long as necessary thereafter to cover claims with respect to its performance under this Agreement.

a. The Professional Services Consultant shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
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1.	Worker's Compensation and Occupational Diseases Employer's Liability (Part B)	Illinois Statutory Limits \$1,000,000 per occurrence
2.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products Completed	\$2,000,000
	Operations Aggregate	
	Personal and Advertising Injury	\$1,000,000
	Fire Damage	\$100,000
3.	Commercial Auto Liability	
	Combined Single Limit	\$1,000,000 per occurrence
	OR	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence

4. Evidence of Umbrella or Excess liability insurance may be used to meet the above required liability limits.

5. Evidence of waiver of subrogation must be expressly stated on the certificate of insurance form.

6. Subconsultants must comply with the same underlying insurance coverage requirements as the Professional Services Consultant and shall submit the required Certificate of Insurance to the primary Professional Services Consultant.

7. With respect to the required Commercial General Liability insurance, the Certificate of Insurance should include Additional Insured wording that conveys the following:

"The Board of Trustees of the University of Illinois is an additional insured on a primary and non-contributory basis for any liability incurred by Owner arising from the activities of Professional Services Consultant and/or Subconsultant performing work on behalf of Professional Services Consultant."

8. The Professional Service Consultants' general liability insurance shall include, without limitation, the following coverage:
 - a. Contractual Liability – coverage shall cover all contractual obligations which the Professional Services Consultant has assumed, including the Indemnity Agreement, for the liability limits set forth above. An Owner/Contractor's protective liability policy may be provided in lieu of a commercial general liability policy for the liability limits set forth above.
 - b. The Professional Services Consultant's 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 Professional Services Consultant have any right of recovery against Owner for any and all damage or loss unless such damage or loss results from the sole gross negligence or willful misconduct of Owner."

4. Terms and Conditions

- a. Modification or Cancellation. The Professional Services Consultant's insurance policies shall be modifiable or cancelable only after written notice has been delivered by the Professional Services Consultant to the Owner by certified or registered mail thirty (30) days in advance of such modification or cancellation.
- b. Delivery of Policies. Upon request the Professional Services Consultant shall deliver copies of its newly issued or renewal insurance policies to the Owner within ten (10) days following the Owner's request for such copies. Failure to request copies of new or renewal insurance policies does not relieve the Professional Services Consultant of its contractual obligation to provide the insurance coverages set forth.
- c. Notification of Insurance Carriers. The Professional Services Consultant shall be responsible for notifying all of its liability insurance carriers of the provisions of this Agreement and for procuring insurance coverage for this contract on a timely basis. The Professional Services Consultant shall not commence Work under this contract until it has obtained all the insurance required under this Article and until certificates of such insurance have been approved by the Owner.
- d. Professional Services Consultant's Liability. The procuring of the insurance required under this contract shall be considered solely as securing Professional Services Consultant's obligations or liabilities assumed under this contract, including, but not limited to, the obligation to indemnify the Owner assumed under paragraph J.1 and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Professional Services Consultant shall remain liable and responsible for all such obligations whether or not the insurance provided by it is approved by the Owner and whether or not such insurance is sufficient in amount, quality or coverage to protect it against such liability. The Professional Services Consultant shall pay and make good all such obligations to the full extent thereof and to the extent that such insurance does not cover them.

- e. Enforcement of this Contract. In the event Owner retains legal counsel to secure performance by Professional Services Consultant of any of its obligations under this contract, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Professional Services Consultant has an indemnity obligation to Owner under any provision of this contract or otherwise, Professional Services Consultant shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Professional Services Consultant, including but not limited to, any and all expert witness fees and .expenses.
- f. Lapse of Insurance. In the event Professional Services Consultant loses insurance coverage, Professional Services Consultant shall stop work and shall immediately notify Owner of such cancellation or other loss of insurance coverage. Owner shall withhold any future payments due to Professional Services Consultant until the matter is resolved. Owner reserves the right to pursue any legal action necessary to cover losses. If Professional Services Consultant procures replacement insurance in accordance with Contract Documents. Owner reserves the right to allow Professional Services Consultant to continue work. There shall be no time credit for days not worked pursuant to this section.
- g. Uninsured Loss Occurrence. In the event a loss occurs during the uninsured period, Owner reserves the right to withhold payment due to Professional Services Consultant. Professional Services Consultant shall immediately notify Owner of any loss. Owner shall withhold any future payments due to Professional Services Consultant. Owner reserves the right to pursue any legal action necessary to cover losses. If Contractor remedies the loss and obtains the required insurance coverages, Owner reserves the right to allow Professional Services Consultant to continue work. There shall be no time credit for days not worked pursuant to this section.
- h. The Professional Services Consultant's failure to comply with any insurance requirements set forth herein shall be deemed a material breach of the contract terms.
- i. The Professional Services Consultant shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Agreement to the appropriate contact person as designated under section M herein. The receipt of any certificate does not constitute an admission by the Owner that insurance requirements have been met. Failure of the Owner to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by the Owner.

K. TERMINATION AND SUSPENSION

- 1. Termination. The Owner may terminate this Agreement for any reason on seven (7) days' written notice. In the event of termination not occasioned by default of the Professional Services Consultant, the Professional Services Consultant shall be paid for services performed prior to the termination date, pursuant to the provisions described in paragraph F., plus any reimbursements then due.
- 2. Suspension. The Owner may suspend this Agreement for any reason on ten (10) days' written notice for a maximum period of thirty-six (36) months. In the event of suspension of this Agreement not occasioned by default of the Professional

Services Consultant, the Professional Services Consultant shall be paid for services performed prior to the suspension date, pursuant to the provisions described in paragraph F., plus any reimbursements then due. Should the suspension be for a period of more than six (6) months, the hourly or fixed fee schedule shall be subject to an adjustment proportional to the Consumer Price Index change from the date of this Agreement until the time the suspension is lifted.

L. REVISIONS TO THE PROJECT

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

M. NOTICES

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

To the Owner's Representative:

[[Capital Organization - Name]]
[[Capital Organization - Address]]
[[Capital Organization - City]], [[Capital Organization - State Code]], [[Capital Organization - Zip Code]]
Attention: [[Owner Contact Name for Notices]]

To the Professional Services Consultant:

[[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)]]
Attention: [[Professional Services Firm - Contact Name]]

All notices shall be effective upon receipt.

N. (RESERVED)

O. PERSONNEL

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

1. Requests for changes of project team personnel may only be made in extraordinary circumstances and must be made by written request to the Owner at least fifteen (15) calendar days in advance of any proposed change. Requests for changes of project team personnel must include the reasons for the change and a description of the qualifications of the proposed replacement. No proposed change shall be effective unless and until the Owner has given written authorization to do so. Such changes may be considered by Owner as cause for adjustment to Professional Services Consultant Agreement compensation.
2. If changes to the project team are necessitated by emergency, Professional Services Consultant shall notify the Owner as soon as possible and obtain the Owner's approval of substitute personnel within fifteen (15) calendar days.
3. Requests for changes to project team must include a revised Attachment D and the documentation required by section D herein.

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

<Alternate Clause: PSA – Short Form Compensation Alt. This clause allows the display of 1-15 PSC’s with positions>

<3 Option: 'PSA - Short Form Compensation - 3 Positions'>

NAME	POSITION TITLE/FUNCTION
[[PSC and Sub Name 1]]	[[PSC and Sub Position Title/Function 1]]
[[PSC and Sub Name 2]]	[[PSC and Sub Position Title/Function 2]]
[[PSC and Sub Name 3]]	[[PSC and Sub Position Title/Function 3]]

<End: 'PSA - Short Form Compensation - 3 Positions'>

P. APPLICABLE LAW

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

Q. NO THIRD PARTY BENEFICIARIES

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

R. 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.

S. 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.

T. CONFIDENTIALITY

Any information furnished by Owner shall be treated as confidential. Professional Services Consultant shall not disclose information unless specifically authorized and required to do so by law. Marketing materials, promotional articles, award submittals, conference presentations, and any other public release of project information by the Professional Services Consultant shall be approved by Owner prior to production, submittal or release. Professional Services Consultant is hereby advised that any part of this Agreement or any materials provided by the Professional Services Consultant and marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law. Professional Services Consultant agrees not to use the name, logos, trademarks or other protected properties of Owner in advertising or for any other commercial purpose without the prior written approval of Owner.

U. 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 Professional Services Consultant certifies that it has Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit which are hereby made a part of this agreement. Additionally, Supplemental University of Illinois Certifications identified in the Agreement are incorporated into the contract, which are hereby made a part of this agreement. By executing this Agreement, the Professional Services Consultant acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Professional Services Consultant certifies compliance and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.
2. The Professional Services Consultant certifies that [[Professional Services Firm - Federal Tax Identification Number]] is its Federal Taxpayer Identification Number and that it is doing business as a [[Professional Services Firm - Legal Structure]].
3. The Professional Services Consultant certifies that it is authorized to practice the professional services specified in this Agreement under the applicable Illinois licensing and registration statutes.
4. The Professional Services Consultant certifies that it has fully and properly completed the diversity disclosure forms in Attachment D, which is hereby made a part of this Agreement. The Professional Services Consultant'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, Women, or Person with Disabilities Business Enterprise (MBE, WBE, or 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.
5. If this Agreement is funded from State of Illinois appropriated funds, the Professional Services Consultant 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 Professional Services Consultant shall be paid for services performed under this Agreement up to the effective date of the termination and cancellation.
6. 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.

V. OWNERSHIP AND USE OF DOCUMENTS

All bid documents, drawings, specifications, record drawings, and reproduces shall be and are the property of the Owner and for the Owner's use in such manner as the Owner may deem appropriate; provided, however, that if such documents are used on other work, the Professional Services Consultant shall not be responsible for such use and the Owner hereby releases the Professional Services Consultant from responsibility and liability for such other use and agrees to be solely and completely responsible for such use. Professional Services Consultant represents that bid documents, drawings, specifications, record drawings, and reproduces shall be original and not infringing on any pre-existing third party rights. Professional Services Consultant hereby assigns all rights, title and interest including copyright in all bid documents, drawings, specifications, record drawings, and reproduces to Owner. The Professional Services Consultant is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

W. ERRORS AND OMISSIONS POLICY

Pursuant to Owner's Error and Omission Policy, Owner reserves the right to recover from the Professional Services Consultant all or a portion of the costs associated with change orders, and/or additional work by others if not incorporated as a contract change order, issued to correct errors or work omitted in the construction documents prepared by the

Professional Services Consultant. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery. The Error and Omission Policy is incorporated herein and by reference made a part hereof and is available from Owner or can be referenced at the following web link: <https://www.obfs.uillinois.edu/bfpp/section-17-consultants-contractors/section-17-4>.

X. SCOPE AND FEE NEGOTIATION POLICY

The Owner has negotiated scope and fees in good faith with the Professional Services Consultant pursuant to the Owner's Scope and Fee Negotiation Policy. The Scope and Fee Negotiation Policy is incorporated herein and by reference made a part hereof and is available from Owner or can be referenced at the following web link: https://www.uocpres.uillinois.edu/UserFiles/Servers/Server_7758/file/UI/manual/cpsfnp.pdf

<Alternate Clause: PSA - Using PRZM Alt>

<Yes Option: 'PSA - Using PRZM'

Y. OWNER'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Professional Services Consultant 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 subconsultant agreements and signed Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit. Additionally, Supplemental University of Illinois Certifications are incorporated into the contract for each subconsultant; processing payment applications, schedules, change requests/clarifications, project-related submittals; and other services as identified in this Agreement, unless otherwise directed. Failure to comply with this requirement may be deemed a material breach of this agreement. Training on this system is available and is required to be taken by Professional Services Consultant representative.

<End: 'PSA - Using PRZM'

Z. OWNER'S WEB-BASED VENDOR SERVICES APPLICATION

The awarded Professional Services Consultant will be required to register with the Owner's Vendor Services Application and will be required to ensure that all subconsultants, included on Attachment D of the Agreement are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

AA. COUNTERPARTS/FACSIMILE SIGNATURES

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>[[Name (Primary Second Party)]]</p> <hr/> <p>By</p> <hr/> <p>Printed</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
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ATTACHMENT A

GUIDELINES FOR REIMBURSABLE EXPENSES ON
PROFESSIONAL SERVICES CONSULTANTS AGREEMENTS

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

Surveys, borings and material and equipment testing	Payment will be based on copy of actual invoice from the Owner-approved firm.
Models, renderings, and mockups	Payment will be based on copy of actual invoice from the Owner-approved firm.
Reproduction cost of drawings and specifications for review, bidding, construction, and records	Payment will be based on copy of actual invoice; invoice must identify cost per square foot and sheet size for drawings, number of pages, and exact number of copies for printing.
Miscellaneous	Payment will be based on approval of the Owner's project manager and copy of actual invoice.
Telephone, postage, express mail, and photographs	Not reimbursable expenses; included in Fees.
Travel	Not reimbursable expenses; included in Fees.
Lodging	Not reimbursable expenses; included in Fees.
Meals	Not reimbursable expenses; included in Fees.

ATTACHMENT B
HOURLY RATE SCHEDULE

In accordance with Article F.4. of the Agreement, the following Actual Hourly Rates ¹; general and administration overhead and burden; and negotiated fixed fee apply to all services procured on an hourly basis, commencing on the effective date of this Agreement and ending 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 'Prof Services 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 Professional Services Consultant shall perform its services in a prompt and timely manner and in accordance with the schedule, including Owner specified reviews, as described below:

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

ATTACHMENT D

PSC/SUBCONSULTANT WORK SUMMARY

In accordance with the requirements of Articles D and F.5., please disclose PSC 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.. Each PSC and Subconsultant listed below are required to complete the attached two (2) page Certification form. **These forms must be returned with the signed Professional Services Agreement (PSA).**

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

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

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ATTACHMENT D
PSC/SUBCONSULTANT DIVERSITY AND VETERAN CERTIFICATION

Project #/Name: _____ Federal Tax Identification #: _____

PSC or Subconsultant Name _____

(Address, City, State, Zip, Telephone)

1. The PSC/Subconsultant certifies that this business is a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Women/Minority Business Enterprise (WMBE), Business Owned by A Person with A Disability (PBE), Veteran Owned Small Business (VOSB), and/or Service Disabled Veteran Owned Small Business (SDVOSB) as certified by 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 PSC/Subconsultant verifies to the accuracy of the information and to the best of their knowledge the information is true and correct, and that the PSC/Subconsultant has agreed to perform the indicated contract/subcontract. The PSC/Subconsultant agrees to immediately notify the Board of Trustees University of Illinois, (*address of the construction unit responsible for the respective project*), of all changes to its status as a Minority, Women, or Person with Disabilities Business Enterprise within 15 days of the occurrence of such changes.

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

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

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

- G. Business Owned by A Person with A Disability (PBE): The term “Business Owned by A Person with A Disability”, as used in the Agreement, refers to a business concern of which at least 51 percent is owned by one or more persons with a disability, or in the case of corporation, one in which at least 51 percent of the stock is owned by one or more persons with a disability or by a not for profit agency for the disabled organized pursuant to Section 501 of the Internal Revenue Code of 1954; and the management and daily business operations of which are controlled by one or more of the persons with a disability who own it. (Business Owned by A Person with A Disability is also referred to as A Person with A Disability Business Enterprises or PBEs).
- H. Service-Disabled Veteran Owned Small Business: The term “Service-Disabled Veteran Owned Small Business”, as used in the Contract Documents, refers to a small business (i) that is at least 51% owned by one or more qualified service-disabled veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified service-disabled veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by 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.

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