

REQUEST FOR STATEMENTS OF QUALIFICATIONS
Q01172 Architectural/Engineering Services for Athletic Field Improvement Project

**Submission Deadline
for Qualifications:**

Thursday, October 31, 2024, at 2:00 p.m CST

**Deadline for any questions
regarding this project:**

Thursday, October 17th, 2024, at 2:00 p.m. CST

Number of Copies:

Submit Two (2) Hard Copies of Qualifications
One (1) Marked "Original" and
One copy on a flash drive

**PLEASE MARK THE
RETURN ENVELOPES:**

1. Qualifications due October 31, 2024, at 2:00 p.m CST
2. **Architectural/Engineering Services for Athletic Field Improvement Project**
3. Q01172

RETURN QUALIFICATIONS TO:

William Rainey Harper College
Purchasing Department
"A" Building, Room A-217
1200 W. Algonquin Road
Palatine, IL 60067-7398

QUALIFICATIONS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

LEGAL NOTICE

Pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01, *et seq.*, Harper College will accept statements of interest, statements of qualifications, and performance data pertaining to a project known as **Architectural/Engineering Services for William Rainey Harper College Athletic Field Improvements**, Specification and Contract Number Q01172, until 2:00 p.m. Central Time on, Friday, October 31, 2024.

Qualifications shall be submitted to: William Rainey Harper College
Purchasing Department
"A" Building, Room A-217
1200 W. Algonquin Road
Palatine, IL 60067-7398

Interested parties may contact the Purchasing Department for Request for Qualification documents. Deadline for any questions regarding this project will be 2:00 p.m. on Thursday, October 17, 2024. Questions should be addressed to purchasing@harpercollege.edu.

Statements of interest and qualifications may not be withdrawn for a period of 90 days after closing date without the consent of the Board of Trustees.

Respondents shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 30 percent aspirational goal on the contract.

Any responses submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

Harper College reserves the right to evaluate, select, and rank firms, and negotiate a contract with the most highest ranked firm, and to award the contract in a manner best serving the interest of the College, to the full extent authorized by the Local Government Professional Services Selection Act, 50 ILCS 510/0.01, *et seq.*

Jewell Jackson
Manager of Purchasing

STATEMENT OF WORK

HARPER COLLEGE

Palatine, Illinois

General Overview

1. Purpose:

Harper College is seeking a qualified Firm to provide complete Architectural/Engineering Services for the Athletic Field Improvement Project located at the main campus. The College may elect to complete other projects with the selected firm.

2. Mission Statement:

Harper College enriches its diverse communities by providing quality, affordable, and accessible education. Harper College, in collaboration with its partners, inspires the transformation of individual lives, the workforce, and society.

3. Background:

William Rainey Harper College is a comprehensive community college located in Palatine, Illinois, 30 miles northwest of Chicago, serving High School Districts 211, 214, and Unit District 220. Established in 1966, Harper College serves more than 23,000 credit students each year from 23 suburban communities.

Harper College has long distinguished itself through its innovations in curriculum, teaching practices, and support services. Harper is committed to reducing gaps in student achievement and increasing program completion, transfer, and graduation rates. To aid in accomplishing these objectives, the College has a four-year student success focused Strategic Plan. We continue to implement new initiatives aligned with the Strategic Plan to help students achieve their educational goals.

Harper College awards seven associate degrees, numerous transfer options and many certificate programs to meet specific needs of the community and area industry. Further information about Harper College can be found on its website at www.harpercollege.edu.

4. History:

In 2021, the College updated the Campus Master Plan to address the space and programmatic needs of the College and prioritize associated capital investment through 2030 (https://www.harpercollege.edu/leadership/planning/master_plan.php). The College identified several common themes which include sustaining the Harper spirit, supporting growth, allow flexibility, and reflect the 21st Century Workplace. The athletic field upgrades are necessitated by the current condition of the facilities and the need to meet sport code and athletic association standards. Over time, the fields have experienced significant wear and tear, leading to issues such as uneven surfaces, inadequate drainage, and deteriorating turf that compromise player safety and field usability. Additionally, advancements in athletic facility standards, including updated regulations for safety, accessibility, and environmental sustainability, require that our fields be modernized to comply with these new guidelines. These upgrades

will address the current deficiencies and ensure that the facilities meet the latest standards, providing a safer, more functional, and sustainable environment for athletes and spectators alike.

5. Sustainability:

Harper College seeks to combat global warming and contribute to a sustainable future for its facilities by reaching net-zero emissions by 2053. In 2010, the College became a signatory to the American College and University Presidents' Climate Commitment, now known as the Climate Leadership Network, a carbon-reduction based organization. Harper reports carbon emissions and tracks the progress of the College's Climate Action Plan annually through the Second Nature reporting platform. It is the college's requirement to achieve LEED silver certification on all projects when applicable. LEED Commissioning will be contracted through a third-party commissioning firm.

6. Location:

The athletic fields are located at the southwest corner of the main campus adjacent to the Health and Recreation Center (Building M) located at 1200 West Algonquin Road in Palatine Illinois. The athletic field upgrades are necessitated by the current condition of the facilities and the need to meet new athletic standards.

7. Objectives:

The athletic department has identified the need for the Athletic Field improvements. The improvements will include Multi-purpose Athletic Competition Field, Track, and Tennis Courts to replace those existing and provide additional support spaces for new and expanded programs. The project will include the following objectives:

- A. Budget: To be determined following completion of the Program Analysis.
- B. Maximize Usability and Flexibility: Create a design that accommodates a wide range of sports and activities, ensuring fields can be used year-round and by multiple groups.
- C. Optimize Layout and Space Utilization: Develop a layout that efficiently uses available space while allowing for future expansion and minimizing conflicts between different activities.
- D. Enhance Player and Spectator Experience: Design fields and facilities that provide a safe, enjoyable, and accessible experience for both athletes and spectators, including adequate seating, amenities, and clear sightlines.
- E. Ensure Sustainability and Environmental Stewardship: Incorporate sustainable practices such as water-efficient irrigation, environmentally friendly materials, and energy-efficient lighting to minimize the environmental impact.
- F. Provide Clear Phasing and Implementation Strategies: Develop a phased approach that aligns with budgetary constraints and institutional priorities, ensuring that the plan can be implemented over time with minimal disruption to ongoing activities.
- G. Deliver Accurate Cost Estimates and Financial Planning: Provide detailed cost estimates for construction, maintenance, and potential future upgrades, allowing for informed decision-making and budget allocation.
- H. Meet Regulatory and Safety Standards: Ensure that all fields and facilities comply with relevant local, state, and federal regulations, including accessibility standards (ADA) and safety requirements and NJCA Requirements.

- I. Incorporate Stakeholder and Community Input: Engage with stakeholders, including students, faculty, staff, and the community, to ensure the plan reflects their needs, preferences, and long-term goals.
- J. Support Long-Term Athletic Program Growth: Design fields and facilities that can accommodate current athletic programs while also allowing for future growth and development.
- K. Integrate Aesthetic and Functional Design: Create a visually appealing and functional environment that enhances the campus's overall aesthetic and serves as a source of pride for the institution.
- L. Plan for Ongoing Maintenance and Longevity: Develop a maintenance plan that ensures the longevity of the fields and facilities, including guidelines for regular upkeep, inspections, and repairs.
- M. Program Requirements:
 - a. Prepare a program analysis report containing the project scope of work supplemented by all other information necessary to form a complete basis for the project design, including field verification, construction options, site analysis, cost estimate and project timeline.
- N. Areas will include:
 - a. Playing surfaces including materials and drainage
 - b. Fencing and backstops
 - c. Lighting
 - d. Restrooms
 - e. Player's areas
 - f. Spectator areas
 - g. Operations and maintenance areas
 - h. Access and parking
- O. Additional areas may include:
 - a. Softball
 - b. Pickleball
- P. Project Delivery Method: Construction Manager (CM) at Risk or GC as a prime contractor.

8. Scope of Work:

The College will work with the selected firm to specifically identify and define the required scope of work. As a minimum the scope of work shall include the following services:

- A. Basic Architectural and Engineering Services as defined in the attached Owner Architect Agreement. The College expects the attached contract to be signed without negotiation with the exception of price. However, itemize any major exceptions you have in the contract with your proposal submission for our review and consideration to be reviewed by the College. The College reserves the right to reject any or all exceptions.
- B. The College reserves the right following completion of the site and program analysis to negotiate fees for the remaining services to complete the project.
- C. Project Planning and Coordination
 - a. Define project goals, objectives, programming requirements, and scope.
 - b. Develop a detailed project timeline, including milestones and deadlines.
 - c. Coordinate with stakeholders, including athletic directors, coaches, and college administration.
- D. Athletic Field Master Plan: The college may engage the successful firm to prepare a comprehensive athletic field master plan that will include the following:
 - a. Layout Options:

- i. Various design options for the layout of fields, courts, and related facilities (e.g., bleachers, restrooms, concessions).
 - ii. Consideration of the orientation of fields for optimal sunlight, wind, and spectator viewing.
 - b. Phasing Plans:
 - i. A strategic approach for implementing the master plan in phases, depending on budget, priorities, and scheduling.
 - ii. Identification of which elements or fields should be developed first, and which can be deferred.
 - c. Cost Estimates:
 - i. Detailed cost projections for the entire project, including construction, maintenance, and any required infrastructure improvements (e.g., lighting, irrigation).
 - ii. Cost-benefit analysis of different materials and construction methods.
 - d. Implementation plans
 - i. A step-by-step guide for the construction and development of the fields and facilities.
 - ii. Timelines for each phase of the project, from design and permitting to construction and final inspection.
- E. Site Analysis:
 - a. Evaluation of existing conditions, including topography, drainage, soil quality, and existing infrastructure.
 - b. Identify any environmental constraints or concerns.
- F. Program Analysis:
 - a. Needs Assessment: Conduct a review of the current and future needs of the athletic programs, including field usage, wear patterns, and facility deficiencies.
 - b. Consideration of multi-use fields and shared spaces.
 - c. Stakeholder Consultation: Engage with stakeholders (e.g., school administration, athletic department, community) to gather input and understand requirements.
- G. Design Development
 - a. Conceptual Design: Develop conceptual layouts and design options for the upgraded athletic fields, incorporating input from stakeholders and addressing identified needs.
 - b. Schematic Design: Refine the chosen design concept, including field configurations, orientation, materials, and support facilities (e.g., bleachers, lighting, restrooms).
 - c. Sustainability Considerations: Integrate environmentally sustainable practices such as water-efficient irrigation, energy-efficient lighting, and eco-friendly materials.
 - d. Compliance and Standards: Ensure the design meets all relevant codes, regulations, and standards, including ADA accessibility, safety guidelines, and NJCA standards.
 - e. Create detailed design plans, including field layout, grading, drainage, and surface type.
 - f. Prepare renderings for stakeholder review and feedback.
- H. Phasing and Implementation Plan
 - a. Phasing Strategy: Develop a phased implementation plan that aligns with budget constraints and operational needs, allowing for continuous use of facilities where possible.
 - b. Schedule Development: Create a detailed project schedule, including design, permitting, construction phases, and any required shutdown periods.
- I. Cost Estimation and Budgeting:

- a. Preliminary Cost Estimates: Provide initial cost estimates based on conceptual and schematic designs, including construction, materials, and labor.
 - b. Cost-benefit analysis of different materials and construction methods.
 - c. Value Engineering: Identify cost-saving opportunities without compromising quality or functionality.
 - d. Final Cost Estimate: Prepare a detailed and comprehensive cost estimate upon finalization of the design.
 - e. Detailed cost projections for the project, including construction, maintenance, and any required infrastructure improvements (e.g., lighting, irrigation).
 - f. Prepare a contingency plan for unforeseen expenses.
- J. Construction Documents
- a. Detailed Drawings: Prepare detailed architectural and engineering drawings for the construction of the athletic field upgrades, including site plans, grading, drainage, irrigation, and electrical plans.
 - b. Specifications: Develop technical specifications for materials, construction methods, and quality standards.
 - c. Develop a site logistics plan, including access routes, staging areas and temporary facilities.
- K. Permitting and Regulatory Compliance
- a. Identify required permits, approvals, and inspections from local authorities.
 - b. Prepare and submit permit applications and necessary documentation.
 - c. Ensure compliance with zoning, environmental, and safety regulations.
 - d. Coordinate with regulatory agencies to address any concerns.
- L. Bidding and Procurement
- a. Bid Package Preparation: Compile and issue a comprehensive bid package to potential contractors, including construction drawings and specifications.
 - b. Bid Evaluation: Assist in the evaluation of bids received, including reviewing qualifications, pricing, and timelines.
 - c. Review and analyze bids for accuracy, completeness, and compliance with project requirements.
 - d. Provide a letter of recommendation.
- M. Construction Administration
- a. Construction Oversight: Provide oversight during the construction phase to ensure compliance with design intent, specifications, and quality standards.
 - b. Material and Equipment Review: Review and approve materials and equipment submittals for the project. Coordinate with suppliers to ensure availability and timely delivery of materials.
 - c. Review and approve samples and mock-ups of key materials.
 - d. Progress Meetings: Attend regular site visits and progress meetings with contractors to monitor construction activities and address any issues that arise.
 - e. Change Management: Manage any design changes or unforeseen conditions that may require modifications to the scope of work or budget.
 - f. Quality Control: Inspect completed work to ensure it meets all specified requirements and standards.
- N. Project Closeout and Post-Construction Services
- a. Final Inspections: Perform final inspections of the upgraded athletic fields to confirm that all work has been completed in accordance with the contract documents.

- b. Punch List: Develop and manage a punch list of items that need to be addressed before project closeout.
- c. As-Built Drawings: Provide as-built drawings that reflect any changes made during construction.
- d. Post-Construction Review: Conduct a post-construction review to ensure the athletic fields meet the intended design, functionality, and performance criteria.
- e. Warranty and Maintenance Plan: Provide guidance on warranty management and a maintenance plan to ensure the longevity of the upgraded fields.
- O. Stakeholder Communication and Engagement
 - a. Develop a communication plan to keep stakeholders informed of project progress and key milestones.
 - b. Schedule regular meetings with the project team and stakeholders to review updates and address concerns.
 - c. Provide opportunities for feedback and input from stakeholders throughout the pre-construction phase.
 - d. Document and address any issues or changes to the project scope.
- P. Final Pre-Construction Review and Approval
 - a. Conduct a final review of design plans, budget, and timeline with stakeholders.
 - b. Obtain necessary approvals from college administration and other decision-makers.
 - c. Confirm that all permits, contracts, and agreements are in place.
 - d. Prepare for the transition from pre-construction to construction, including the handover of responsibilities to the construction team.
- Q. Coordination of services performed by owner.
- R. Smart BIM Modeling to provide a useable model for design and construction through facility management.
- S. Interior Design
- T. Landscape Architecture.
- U. Civil Engineering.

9. Professional Services Selection Milestone Schedule:

- Advertisement October 10, 2024
- Deadline for Questions.....2:00 p.m. on October 17, 2024
- Addendum Issued October 24, 2024
- Qualification Submission Deadline..... October 31, 2024
- Short list..... November 15, 2024
- Interviews.....December 2, thru 6th 2024
- Recommendation to Board January, 2025

10. Selection Criteria:

The College will evaluate Proposals and select an Architectural and/or Engineering firm whose proposal conforms to the RFQ and is most qualified to provide the services for the project. All firms will be evaluated equally based on the following evaluation factors:

- A. Team's relevant/similar project experience
 - Multi-purpose Athletic Competition Field
 - Outdoor Track and Field facilities
 - Tennis Courts/Pickle Ball
 - Master planning
- B. Specific relevant experience of the key individuals assigned
 - Experience with higher educational campuses
 - Expertise of assigned personnel
 - Assigned team members related project experience
- C. Team's performance history
 - Inclusion of the necessary consultants
 - Ability/capacity of the team
 - Team's approach to design
- D. Firm's performance history
 - Prime firm's record of on-time performance
 - Prime firm's record of meeting project budgets
- E. Inclusion of MBE/WBE/PBE on design team.
- F. Content of Proposal
 - Including firms' approach and methodology

11. Selection Process

The selection committee will evaluate the proposals received that are deemed responsive and rank the submittals. After the highest ranked submittals are determined, the College intends to invite three to five of the highest-ranked firms to present their submittals in an interview with the selection committee. The College reserves the right in its discretion to adjust the number of Proposers that will be invited to the interview/presentations. Failure to attend the on-site interviews upon request and not bringing the entire team may result in disqualification from continuing in the process.

After the interviews are completed, the College will determine the highest ranked Proposer and begin negotiations. If the College is unable to reach agreement with the highest ranked Proposer, the College will discontinue negotiations with the highest ranked Proposer and enter into negotiations with the next highest Proposer in sequence until an agreement is reached.

12. Submission Requirements

It is the responsibility of each Proposer to be familiar with the specifications, terms, and conditions of this RFQ. By the submission of qualifications, Proposer certifies that if awarded a contract, they will make no claim against the College based upon ignorance of conditions or misunderstanding of the specifications.

- A. All submittals must be SEALED and must be received at the Purchasing Department by the due date specified on the cover.

Note: Late and/or unsealed submittals will not be accepted. Any submittal received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

- B. Proposer's name and return address must also appear on the mailing package.
- C. No telegraphic, e-mail, or facsimile submittals will be considered.
- D. By submission of its submittal, Proposer agrees and acknowledges all RFQ specifications, terms, and conditions and affirms ability to perform.
- E. All costs required for the preparation and submission of a submittal shall be borne by Proposer.

13. Submittal Contents

- A. Cover Letter: Submittal responses must have a "cover letter" on a letterhead signed in ink by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. Provide applicable signature documentation pursuant to Proposer's organizational structure verifying the authority of the person signing the submittal response to commit to its submittal on behalf of the Proposer.

- A. Statement of Qualifications: Packet containing your statement of qualifications, statement of interest, and samples of work demonstrating qualifications and graphic representations of similar work performed. (Statement of qualifications and graphic examples shall not exceed 20 pages.)

- B. Organization and Approach:
 1. Describe the organization of your proposed team. Indicate the composition and number of staff, facilities available, and experience of your firm/team as it relates to the scope of work.
 2. Describe your project management approach. Provide a detailed description of how the team, including all consultants (if applicable), will be managed and the scope of work provided by each firm to respond to the scope described above.
 3. Describe the roles of key individuals on the team. Provide resumes, references, appropriate certification, and licenses for all key team members. Resumes shall show relevant public sector experience for the general Scope of Work as well as the length of employment with the proposing firm. Key members, especially the Project Manager, shall have significant demonstrated experience with these types of projects and should be committed to stay with the team for the duration of the term of service.

- C. Standard Agreement: Provide a statement confirming willingness to execute the College's standard agreement included herein without exception should you be awarded this project. Clearly cite any major exceptions to written agreement with the understanding that the College reserves the right to accept or reject any exceptions proposed.

Note: The Colleges expects interested parties to accept our written agreement without exception and reserves the right to accept or reject the submission based on unwilling to execute the College's agreement.

- D. Litigation: Indicate if your firm has ever been or currently is involved with any litigation in connection with your providing professional services. If yes, briefly describe the nature of the

litigation, the status, and the result.

- E. References: Provide three (3) references for clients/projects that are similar to this general scope of work and who can attest to Proposer's firm/team performance. Provide name, contact address, and telephone number, with brief description of a project.
- F. Exhibits/Attachments: Proposers shall include in their submittal completed and signed documentation for all listed Exhibits including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the submittal as determined in the College's sole discretion. The content and sequence for each required document shall be as follows:
- BEP Program Forms
 - Anti-Collusion Affidavit and Consultants Certification
 - Tax Compliance Affidavit
 - Certification of Compliance
 - Conflict of Interest Form
 - References for Harper College

14. General Terms and Conditions:

- A. Confidentiality: The Purchasing Department shall examine the Proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFQ will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Department. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFQs, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

Harper College is a public body and subject to the Freedom of Information Act, 5 ILCS 140/1 (FOIA). Any information submitted to Harper College by the respondent/bidder is subject to disclosure to third parties in accordance with FOIA.

If the respondent/bidder intends for Harper College to withhold trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the respondent must specifically mark information that is proprietary, privileged or confidential and would cause competitive harm if released at the time of the proposal is submitted to Harper College. 5 ILCS 140/7(1)(g). Any content not so marked by the respondent at the time of submission will be presumed to be open to public inspection. The respondent may be required to substantiate the basis for its claims at a later time.

Notwithstanding timely notice received from a respondent, Harper College reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

It is unacceptable for a proposal to be marked proprietary, privileged and/or confidential in its entirety. A proposal marked as such may be deemed non-responsive by Harper College.

- B. Incurred Costs: Harper College will not be liable in any way for any costs incurred by Respondents in replying to this RFQ.
- C. Award: Award shall be made by the Harper College Board of Trustees to the responsible Respondent whose Proposals are determined to be the most advantageous to the College, taking into consideration the evaluation criteria set forth herein below.
- D. Insurance Requirements: Respondents shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, as enumerated in Harper College's insurance requirements. **Please state your professional liability coverage if applicable.**

Upon notice of acceptance of proposal, the successful proposer shall, within ten (10) calendar days of said notice, furnish to the College a certificate of insurance evidencing coverage by the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the College, licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing Harper College at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect until such time as the subject equipment has been approved and accepted by the College.

MINIMUM INSURANCE REQUIREMENTS:

General Liability	General Aggregate	\$2,000,000
	Products-Comp/Op Agg	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
Excess Liability	Each Occurrence	1,000,000
	Aggregate	1,000,000
Automobile Liability	Bodily injury (each acc)	1,000,000
	Property damage (each acc)	1,000,000
Worker's Compensation	Statutory Limits	
	Each accident	500,000
	Disease-Policy limit	500,000
	Disease-Each employee	500,000

Contractor shall cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified above. When requested by the College, contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. William Rainey Harper College shall be named as an additional insured.

- F. Equal Employment Opportunity: Respondent shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Respondent shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Furthermore, the Respondent shall comply with Public Act 98-107 which requires nearly any party that contracts with a community college to post employment of vacancies with the state's job board IllinoisJobLink.com. Additionally, the Respondent shall comply with the Harper College Fair Employment Ordinance.
- G. Law Governing: Any contract resulting from this RFQ shall be governed by and construed according to the laws of the State of Illinois, without regard to conflict of law principles.
- H. Addenda: Addenda are written instruments issued by the Purchasing Department prior to the date of receipt of Proposals, which modify or interpret the RFQ by addition, deletions, clarifications or corrections.

Prior to the receipt of Proposals, addenda shall be distributed to all who are known to have received a complete RFQ if required. After receipt of Proposals, addenda shall be distributed only to applicants who submitted Proposals, and those Respondents shall be permitted to submit new or amended Proposals as detailed within the addenda.

Each Respondent shall ascertain, prior to submitting a Proposal that all addenda issued have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all addenda and that the Respondent is familiar with the terms thereof and understands fully the contents of the addenda.

Respondents shall acknowledge receipt and understanding of the addenda in their response.

- I. Right to Protest: Any proposer wishing to file a protest regarding the RFQ process may do so by giving written notice to the Manager of Purchasing within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date, and the nature of the protest. Any disputes concerning a question of fact under this RFQ which is not disposed of by agreement shall be decided by the College. The decision of the College for the determination of such appeals shall be final and conclusive.
- J. Contracting with Minority Firms and Women Business Enterprise: The College has an aspirational goal of spending 30% of its budgeted expenditures with firms owned by minorities, females or persons with disabilities as required by Illinois Statute. Respondents to this request for proposals shall comply with the provisions of the Business Enterprise program and shall submit the appropriate Utilization Plan forms and/or Demonstration of Good Faith efforts checklist with their responses. The directory of BEP certified vendors can be found at the following website:
<https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>
- K. Conflict of Interest: It shall be a breach of ethical standards for any employee of the College to

participate directly or indirectly in procurement when the employee knows that: The employee has financial interest pertaining to the procurement. A business or organization in which the employee has a financial interest pertaining to the procurement is involved in the procurement. Any other person, business, or organization with which the employee is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Employees who violate this standard will be subject to discipline in accordance with applicable State, County and local codes. Upon discovery of an actual or potential conflict of interest, an employee shall promptly disqualify themselves and withdraw from further participation in the transaction involved.

- L. We expect selected firms to comply with CDC guidelines as it pertains to COVID-19 restrictions and/or comply with Harper College' COVID-19 restrictions.

REFERENCES FOR HARPER COLLEGE

Per C.03.1 of General Information, list below current business references for whom you have performed work similar to that required by this RFQ. *Please provide this information for each partner in a Joint Venture, and for all Sub-Respondents:*

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Complete this form and submit it with Form of Proposals.

Respondent's Name: _____

Signature: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposer.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposers, which are contained on the following pages of the bid documents.
3. That the undersigned has knowledge that the proposer is not disqualified from bidding under the aforesaid sections.

Authorized Signature

Type or Print Name

Title

SEAL

Instructions: This is to be completely filled out and executed by the Chief Executive Officer or the proposer authorized to submit the certification.

**HARPER COLLEGE, ILLINOIS
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that he is not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act, The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, may have other serious legal consequences.

(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

**HARPER COLLEGE, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CONSULTANT'S CERTIFICATION**

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The party making the foregoing Proposals or bid, certifies that such bid is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other proposer, or to secure any advantage against any other proposer or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

**HARPER COLLEGE, ILLINOIS
CONFLICT OF INTEREST FORM**

_____ hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of _____, 20__

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

**STATE OF ILLINOIS
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN**

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 30% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the proposer or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by

the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
- 6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
- 7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.**

Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

- 7.3.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
- 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with bid.

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for _____, Illinois

Reference Number Q_____. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: _____ Title: _____

Telephone: _____ Email: _____

Signature of authorized representative of proposer:

Name: _____ Title: _____

Signature: _____

Telephone: _____ Email: _____

Notary: _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

BEP Utilization Plan

The following firms will be utilized to meet the goals of the BEP Program

Name of Firm	Contract Value	Description of Work	% of Goal
Total			

EXHIBIT A

WILLIAM RAINEY HARPER COLLEGE NO. 512

**PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURAL/ENGINEERING SERVICES**

Project Information	
The Project: [INSERT]	
The College: The Board of Trustees of William Rainey Harper College No. 512	The Architect/Engineer: [INSERT FULL LEGAL NAME OF ARCHITECT]
The College's Representative: Stephen Petersen, Campus Architect 847-925-6255, speterse@harpercollege.edu	The Architect/Engineer's Representative: [INSERT]
Architect's/Engineer's Scope of Services: The Architect's Scope of Services consist of all Services required for the design and construction administration of the Project in accordance with this Agreement.	
Architect's/Engineer Compensation: The Architect's Professional Fee shall be [INSERT] Percent ([INSERT] %) of the Cost of the Work as defined in this Agreement. The total budget for the Project, including but not limited to the Architect's Compensation and the Cost of the Work, is [INSERT] .	

This Professional Services Agreement for Architectural/Engineering Services (the "Agreement") is executed on the date last written below (the "Effective Date"). This Agreement applies to all Project-related Services provided by Architect/Engineer before, on, and after the Effective Date.

The College and the Architect / Engineer agree as follows:

1. **General Definitions.**

1.1. "Agreement" means this Professional Services Agreement for the Project, as executed by the Parties.

1.2. "Architect/Engineer" means the person or entity identified in the Project Information section of the Agreement, and includes but is not limited to the Architect/Engineer's employees, agents, representatives, subcontractors, consultants, and subconsultants, and any other entity or individual that has contracted with Architect/Engineer in connection with the Project. Although the term

Architect/Engineer is used herein, the person or entity identified as the Architect/Engineer may be providing architectural, engineering, and/or land surveying services, as defined in the Scope of Services.

1.3. “Change Directive” means modification to the Construction Documents as directed by the College, where the resulting change to the contract sum and/or contract time, as specified in the Construction Contract, has not yet been agreed to and reduced to a written agreement executed by and between the College and the Contractor.

1.4. “Change Order” means modification to the Construction Documents and to the contract sum and/or contract time specified in the Construction Contract, as reflected in a written agreement executed by and between the College and the Contractor.

1.5. “College” means the Board of Trustees of William Rainey Harper College No. 512.

1.6. “Compensation” means the Professional Fees and Reimbursable Expenses to be paid by the College to the Architect/Engineer for the timely and proper execution of Services. Compensation is specified in the Project Information section of the Agreement.

1.7. “Construction Contract” means the contract between the College and the Contractor for the performance of the Work. If the College is utilizing a construction manager at-risk, then the agreement between the College and the Construction Manager shall be defined as the “Construction Management Agreement,” which shall be synonymous with the Construction Contract.

1.8. “Construction Documents” means the drawings, specifications, instructions to bidders, and other terms, conditions and requirements as developed and prepared by the Architect/Engineer, together with the general conditions for construction as provided by the College, all of which have been completed and are in a condition ready for publication and competitive bidding or proposals. Construction Documents are subject to modification by Change Orders and Change Directives, if any.

1.9. “Contractor” means the person or entity who is required under the Construction Contract to perform the Work. If the College is utilizing a construction manager at-risk, then the term “Contractor” is interchangeable with the term “Construction Manager.”

1.10. “Cost of the Work” means the contract sum specified in the Construction Contract, as adjusted by fully-executed Change Orders. If the College is utilizing a Construction Manager at-risk or a Construction Manager adviser, the Cost of the Work means the aggregate cost of all labor, materials and equipment as reflected in the bid(s) awarded to a single prime contractor or multiple prime contractors, and the Cost of the Work does not include any compensation, payments or other reimbursements to the Construction Manager. Under no circumstance shall the Cost of the Work include labor, materials, equipment or other services, costs or expenses necessitated because of the Architect’s error or omission. If the Architect’s Professional Fee is a percentage of the Cost of the Work, and if the Architect’s Pre-Bid Cost Estimate as described in Section 2.9 exceeds the College’s budget, then for purposes of calculating the Architect’s Professional Fee, the Cost of the Work shall mean the Architect’s Pre-Bid Cost Estimate, and the Architect shall receive no Professional Fee with respect to the Cost of the Work in excess of the Architect’s Pre-Bid Cost Estimate.

1.11. “Day” or “Days” means a calendar day or a period of days, as applicable, without regard to weekends or holidays.

1.12. “Estimated Cost of the Work” means the Cost of the Work as estimated and contained in a cost estimate prepared by the Architect/Engineer or, as applicable, the Construction Manager. In preparing the Estimated Cost of Work, the Architect/Engineer or Construction Manager, as applicable, shall be permitted to include contingencies for design, bidding and price escalation, and to include in the Construction Documents alternate bids as may be necessary to adjust the actual Cost of the Work to meet the College’s budget.

1.13. “Parties” means the College and the Architect/Engineer.

1.14. “Party Representatives” means the College’s and Architect’s/Engineer’s respective representatives identified in the Project Information Section of this Agreement. The Parties may change their respective Party Representative upon prior written notice of such change to the other Party’s Representative, provided that the other Party accepts such change. Such acceptance shall not be unreasonably withheld. Any substitution of Architect/Engineer’s Party Representative must be with a person who has professional experience equal to or greater than Architect/Engineer’s current Party Representative.

1.15. “Professional Fee” means the fee specified in this Agreement and payable by the College to the Architect/Engineer for the performance of Services. The Professional Fee may be a lump sum or a percentage of the Cost of the Work.

1.16. “Project” means the construction project identified in the Project Information section of the Agreement.

1.17. “Reimbursable Expenses” means the actual cost to the Architect/Engineer of the items identified below as Reimbursable Expenses.

1.18. “Scope of Services” means the statement contained in or incorporated into the Project Information section of the Agreement which defines the nature and extent of Services to be provided by Architect/Engineer. The Scope of Services may explain or supplement the Services to be provided under this Agreement. To the extent of any conflict between the Scope of Services and this Agreement, this Agreement shall control.

1.19. “Services” means all professional services, administrative services, models, mock-ups, renderings, documents, instruments, and deliverables to be provided by Architect/Engineer under this Agreement.

1.20. “Substantial Completion” means the date on which the Work is completed to the point that the College can lawfully occupy the Project for its intended purpose, and the only Work then remaining consists of minor cosmetic items that can be completed without interruption of the College’s use of the Project. The scheduled date of Substantial Completion may or may not be ascertained as of the Effective Date of the Agreement. The scheduled date of Substantial Completion shall be reflected in the Construction Documents. The actual date of Substantial Completion shall be determined by the College.

1.21. “Work” means all labor, materials, services and equipment required to be furnished, installed and/or provided by the Contractor, and all duties required to be performed by the Contractor, as provided in the Construction Documents.

1.22. All other capitalized terms are defined below or in the Agreement.

2. **Architect’s/Engineer’s Obligations.**

2.1. **General Obligations.** Architect/Engineer shall provide all Services contained in the Scope of Services in a timely and professional manner in accordance with the Standard of Care. The Architect/Engineer shall conform its Services to the standard of care applicable to design professionals performing similar services for projects of like size and kind (the “Standard of Care”). Architect’s/Engineer’s Services and all deliverables furnished under the Agreement shall comply with all applicable laws, statutes, codes, ordinances, orders, rules and regulations of the governmental authority or authorities having jurisdiction over the Project, subject to the Standard of Care. The Architect/Engineer shall cause all deliverables furnished under this Agreement, included and not limited to the Construction Documents, to reflect designs that are fully-compliant with all applicable laws, regulations, and rules, including and not limited to OSHA regulations applicable to the operation, maintenance, repair, and functioning of the Project after Substantial Completion and after Final Completion. The Architect/Engineer shall perform its services as expeditiously as is consistent with the standard of care applicable to its Services. The Architect/Engineer acknowledges that its position with the College is one of trust and confidence, and that the Architect/Engineer shall conduct its Services and act in the College’s best interest with respect to all decisions concerning the Project. The Architect/Engineer shall not engage in any activity, provide any services, or enter into any contract that may reasonably appear to conflict with the Architect’s/Engineer’s duties to the College or with the Architect’s/Engineers professional judgment concerning the Project. The Architect/Engineer and its employees are independent contractors with respect to the College.

2.2. **Scope of Architect’s/Engineer’s Services.** The Architect’s/Engineer’s Services shall include all relevant architectural, structural, mechanical, plumbing, civil, fire protection and electrical engineering services, and all other specialty services, which are required to provide a complete design of the Project. All other services are defined as “Additional Services,” and, except in an emergency, Additional Services shall only be provided by the Architect//Engineer upon the College’s prior written agreement to the scope of such Additional Services and the College’s prior written approval of the fee and expenses related to such Additional Services.

2.3. **Programming Phase.** The Architect/Engineer shall consult with the College to determine the College’s requirements for the Project in terms of functionality, quality, quantity, aesthetics, preliminary schedule, preliminary budget, and other design-related issues, and based upon such consultation, shall develop a written program for the Project for the College’s review and approval. In developing the program, the Architect/Engineer may reasonably rely upon information provided by the College.

2.4. **Preliminary Project Schedule.** As soon as practicable, the Architect/Engineer shall prepare and submit for the College’s approval a preliminary schedule for the performance of the Architect’s/Engineer’s Services, including a schedule for the Design Phase and Construction Phase of the Project, with a proposed date of Substantial Completion. The Design Phase includes, and the schedule shall reflect, sub-phases including Schematic Design, Design Development, Construction Documents, and Bidding (collectively the “Design Phase”). The schedule shall take into account the Design Phase; the College’s approvals during the Design Phase; any applicable statutory bidding requirements; the College’s process for board approval and award of contracts, permitting, and other government-related approvals; and the expected duration of the Project through the Construction Phase. Upon the College’s approval of the preliminary schedule, the Programming Phase shall end and the Design Phase shall commence.

2.5. **Schematic Design Phase.** The Architect/Engineer shall evaluate the completed program in terms of the preliminary schedule and the preliminary budget, and shall prepare, present, and explain to the College, for the College’s approval, a schematic design of the Project that is consistent with the College’s program and budget. The schematic design shall illustrate the physical scale and relationship of the Project’s components at a conceptual level. The schematic design shall consist of a minimum of

three options for consideration which will include conceptual site and building plans with section and elevation references, along with perspective sketches, models, renderings, and all other information required to present and explain the design of the Project at a conceptual level. The Architect/Engineer shall revise the Project's schematic design as reasonably required to obtain the College's approval. In preparing, revising and presenting the schematic design to the College, the Architect/Engineer shall consider and present for the College's consideration alternative designs, environmental and sustainability factors, and the value of alternate materials, systems and equipment. Upon the College's approval of the Project's schematic design and the Architect's transmittal of the finalized schematic design documents to the College in CAD and PDF format as provided in Appendix A, *Harper College's Document Submittal Standards for Architects/Engineers*, the Architect/Engineer shall prepare and present to the College an Estimated Cost of the Work, the Schematic Design Phase shall end, and the Design Development Phase shall commence.

2.6. **Design Development Phase.** Based upon the College's approval of the schematic design and any adjustments to the budget by the College, the Architect/Engineer shall develop the approved schematic design. This design development shall consist of drawings including plans, sections, elevations, details, furniture, fixtures and equipment layout, which shall indicate the size and character of the Project as to all elements including architectural, structural, mechanical, plumbing, civil, fire protection and electrical engineering services, and all other specialty services as applicable, along with an outline of specifications that identify materials, equipment, and systems that are significant to the Project, including general quantity levels for each such item. The Architect/Engineer's design development of the Project shall be based upon the Architect/Engineer's inspection of existing conditions; the Architect/Engineer's survey of the building and grounds on the Project site; the Architect/Engineer's field verifications for visible conditions and non-visible conditions which, subject to the Standard of Care, the Architect/Engineer knows or reasonably should know to exist; and the Architect/Engineer's review of all applicable as-built drawings related to the Project site. However, the Architect/Engineer shall not rely upon as-built drawings or other information provided by the College. In developing the design, the Architect/Engineer shall coordinate with all utility providers such that the developed design of the Project shall meet all reasonable requirements of such utility providers. The Architect/Engineer shall prepare, present, and explain to the College, for the College's approval, the developed design. The Architect/Engineer shall revise the developed design as reasonably required to obtain the College's approval. The Architect/Engineer shall reasonably cooperate with local authorities in developing the design. Upon the College's approval of the Project's design as developed by the Architect/Engineer, and the Architect's transmittal of the finalized design development documents to the College in CAD and PDF format as provided in Appendix A, *Harper College's Document Submittal Standards for Architects/Engineers*, the Architect/Engineer shall prepare and present to the College an updated Estimated Cost of the Work, the Design Development Phase shall end, and the Construction Documents Phase shall begin.

2.7. **Construction Documents Phase.** Based upon the College's approval of the design as developed by the Architect/Engineer and any adjustments to the budget by the College, the Architect/Engineer shall prepare Construction Documents for the College's approval. The Architect/Engineer shall revise the Construction Documents as reasonably required to obtain the College's approval. Unless otherwise agreed and reflected in the Scope of Services, at 50% completion of the Construction Documents, and again at 75% completion of the Construction Documents, the Architect/Engineer shall prepare and present to the College, for the College's approval, an updated Estimated Cost of the Work. The Construction Documents shall address all elements of the Project including architectural, structural, mechanical, plumbing, civil, fire protection and electrical engineering services, and all other specialty services as applicable. The Architect/Engineer shall identify and prepare the documents required to apply for all building permits and to obtain the approval of governmental authorities having jurisdiction over the Project, and shall present such documentation to the College for review, approval and execution, if necessary, and shall submit such executed documents to the appropriate governmental authorities. The Architect/Engineer shall present the Project at meetings or hearings to

facilitate such approvals and the issuance of all permits required to commence and complete construction. The completed Construction Documents shall be dated and shall include:

2.7.1. Finalized drawings, site plans, general notes, sections, elevations, details, depictions of systems and equipment, layouts and locations, with all necessary sizes, dimensions and locations accurately depicted;

2.7.2. Finalized specifications setting forth in detail the quality, quantity, characteristics, and requirements of all labor, materials, equipment and systems included in the Project;

2.7.3. Finalized requirements for all commissioning services, if applicable, including all tests required for systems, equipment and devices, and whether such services are to be provided by the Contractor or separately by the College;

2.7.4. All documents, information, certifications, signatures, seals, stamps, required to obtain the construction permits and approvals of the governmental authority or authorities having jurisdiction over the Project, with all seals and stamps indicating their expiration date;

2.7.5. All instructions to bidders, bid notices, bid forms, alternate bid forms, certification forms, and all other information required by the Contractor for the preparation of its bid or quote;

2.7.6. General conditions of construction and contract forms as provided by the College; and

2.7.7. Finalized Construction Documents delivered to the College in CAD and PDF format, and in full compliance with the attached Appendix A, *Contract Document Standards for Architects/Engineers*.

2.8. **Ownership of Instruments of Service.** All hardcopy and electronically-stored drawings, details, sketches, specifications, conditions, requirements, and all other documents generated and/or prepared in connection with the Project by the Architect/Engineer or the Architect's/Engineer's consultants, including the Construction Documents, are defined collectively as "Instruments of Service." Provided the College has not materially breached the Agreement, the College owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Architect/Engineer hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service. Notwithstanding the foregoing, Architect/Engineer retains ownership of any pre-existing, standard specifications that are incorporated into or used in connection with the Construction Documents. Provided the College has not materially breached Agreement, the College may use the Instruments of Service for future additions to or alterations of the Project, or for other projects, which use shall be at the College's sole risk and without liability to the Architect/Engineer or the Architect's/Engineer's consultants.

2.9. **Pre-Bid Cost Estimate.** Upon the College's approval of the Construction Documents, the Architect/ Engineer shall prepare and present to the College an updated Estimated Cost of the Work, which shall organize the Work by trade contract and itemize each component of labor, materials and equipment included in the Work or which may be included in the Work, including alternates (the "Pre-Bid Cost Estimate"). If the Pre-Bid Cost Estimate exceeds the College's budget, the College may require the Architect/ Engineer to revise the Construction Documents and recalculate the Pre-Bid Cost Estimate to meet the College's budget, all at no additional cost to the College. Upon the College's approval of the Pre-

Bid Cost Estimate, as may be revised, the Construction Documents Phase shall end and the Bidding Phase shall commence.

2.10. **Bidding Phase.** The Architect/ Engineer shall assist the College in letting the Project for public bidding or in obtaining proposals. The College has sole discretion to determine the procurement process, consistent with applicable law and the College's policies and procedures. The Architect/Engineer shall develop, design, reproduce, and circulate the Construction Documents to all interested parties; endeavor to generate interest in the Project among contractors, subcontractors, and suppliers; attend and preside over pre-bid meetings as may be scheduled in the Construction Documents; prepare and circulate addenda and answer questions from interested parties; assist the College in conducting the bid opening and in receiving proposals; tabulate and summarize the contents of all bid submittals; assist the College in evaluating bids and proposals; assist the College in determining the lowest responsible bidder and in selecting proposals; correspond with all interested parties concerning the procurement and selection process; recommend to the College the lowest responsive and responsible bidder(s) for award of contract(s); and provide all other customary architectural and engineering services necessary for the College to enter into a contract with the Contractor. Upon the earlier of the College's award of bids or the execution of the Construction Contract, the Bidding Phase shall end and the Construction Phase shall commence.

2.11. **Rejection of Bids.** If the lowest responsible bid exceeds the Pre-Bid Cost Estimate, or if there are multiple bid packages and the Pre-Bid Cost Estimate for one or more bid packages exceeds the related lowest responsible bid(s), the College may, in its sole discretion, reject bids and direct the Architect/ Engineer to revise the Construction Documents, recalculate the Pre-Bid Cost Estimate, and assist the College with rebidding the Project, all at no additional cost to the College.

2.12. **Construction Phase.** The Architect/Engineer shall provide project administration services as set forth below and as provided in the Construction Documents. The Architect/ Engineer shall only have authority to act on the College's behalf to the extent provided in the Agreement.

2.12.1. **Submittals.** The Architect/Engineer shall coordinate with the Contractor to agree upon a schedule for submittals of shop drawings, product data, and other information required by the Construction Documents. The Architect/Engineer shall review all submittals to determine if they conform to or are consistent with the Construction Documents. If the Construction Documents require the Contractor to provide professional design services, the services of a registered architect or engineer, or the approval or certification of a registered architect or engineer, the Architect/Engineer shall specify in the Construction Documents the performance or design criteria to be met. The Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless the Architect/Engineer knows or reasonably should know that such submittals contain errors or omissions or do not conform to the Construction Documents. The Architect/Engineer shall promptly review all submittals and, unless otherwise agreed in writing by the College, shall approve or reject each submittal in a dated writing returned to the Contractor within fourteen (14) days after submittal, and immediately in the case of submittals affecting the Project's critical path. The Architect/Engineer shall promptly review all resubmittals and, unless otherwise agreed in writing by the College, shall approve or reject each resubmittal in a dated writing returned to the Contractor within seven (7) days after resubmittal. The Architect/Engineer shall not make changes to the Construction Documents through the submittal process. All rejected submittals shall include the basis for such rejection and any required revisions. The Architect/Engineer shall maintain a copy of all submittals, resubmittals, approvals, and **rejections, and all related correspondence.**

2.12.2.

2.12.2.1. **Color and Recommendations.** The Architect/Engineer shall recommend to the College color selections for all construction materials, finishes, and furniture.

2.12.3. **Requests for Information.** The Architect/Engineer shall prepare a form for the Contractor to use in submitting all requests for information. The form is subject to the College's approval. The Architect/Engineer shall interpret and where necessary issue supplemental instructions to the Contractor regarding the Construction Documents, and shall promptly respond to all requests for information and other correspondence from the College or the Contractor concerning the Construction Documents, the Work, and/or the Project. If necessary, the Architect/Engineer shall prepare supplemental drawings, specifications, and/or other modifications to the Construction Documents, and, unless otherwise agreed in writing by the College, shall transmit such information to the Contractor within seven (7) days after the Architect/Engineer's receipt of such request, and immediately in the case of such requests affecting the Project's critical path. All such interpretations and instructions shall be in writing, shall be sent to the College and the Contractor, and shall be consistent with the Construction Documents.

2.12.4. **Site Observation.** The Architect/Engineer shall regularly visit the site to observe and become familiar with the progress and quality of the Work, and to determine if the then-observable portions of the Work are being performed in accordance with the Construction Documents. The Scope of Services may quantify the number of and specify the interval for such site observation visits, but otherwise, site observation shall occur on a weekly basis throughout the Construction Phase. Unless the Scope of Services provides otherwise, the Architect/Engineer shall promptly submit a field observation report to the College for each such site observation visit. The Architect/Engineer shall keep the College reasonably informed about the progress and quality of the Work, and shall promptly report to the College in writing (1) known deviations from the Construction Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Construction Documents prepared or furnished by the Architect/Engineer that are found to contain any error or omission shall be promptly corrected by the Architect/Engineer at no cost to the College, without prejudice to any other of College's remedies under the Agreement.

2.12.5. **Evaluations of the Work.** On the basis of submittal review, site observation, and communications with the Contractor, the Architect/Engineer shall evaluate the Work and, by written communication to the Contractor with a copy to the College, shall reject Work that does not conform to the Construction Documents.

2.12.6. **Progress Meetings.** Unless the Scope of Services provides otherwise, the Architect/Engineer shall schedule, organize, and preside over weekly progress meetings between representatives of the College, the Contractor, the Architect/Engineer, and if appropriate the Architect's/Engineer's sub-consultants. The College shall determine the location of the meetings. The topics of each meeting shall include the progress of the Work in relationship to the Contractor's Project schedule; the coordination of trades; the status of materials or equipment with abnormal lead times; pending and potential changes in the Work; the preparation, review, and update of a Change Order log ("Log") to itemize each required change and identify the party financially responsible for such change; the identification and review of any defects or deficiencies in the Work; and all other matters bearing on the Work and the Project. In preparing, reviewing, and updating the Log, the College and the Architect/Engineer shall work together in good faith to come to agreement on who is financially responsible for a particular Change Directive and Change Order. For omissions of the Architect/Engineer which are uncorrected by the Architect/Engineer, such assignment of responsibility shall account for and exclude any additional costs that would have initially been incurred by the College if such omission had not occurred. The Architect/Engineer shall prepare and circulate to all participants the minutes of all progress meetings within forty-eight (48) hours after conclusion of such meeting. The minutes shall identify all attendees, summarize all topics discussed, and include as an attachment copies of all documents discussed or circulated.

2.12.7. **Changes in the Work.** The Architect/Engineer shall review requests by the College or Contractor for changes in the Work, including requests for adjustments to the contract sum and/or the schedule. Requests for changes in the Work made by the Contractor shall be accompanied by information sufficient to permit the Architect/Engineer to make a reasonable determination of whether the change is necessary or advisable, without an extensive investigation by the Architect/Engineer. If the request for a change is not accompanied by such information, the Architect/Engineer shall identify such deficiencies and request that the Contractor supply the missing information prior to the Architect's/Engineer's response to the request. The Architect/Engineer shall respond to all requests for changes in the Work, and such response shall be directed to the College and the Contractor. Unless the Scope of Services provides otherwise, the Architect/Engineer shall respond to all requests for changes in the Work within seven (7) days after receiving the request, and immediately in cases of requested changes that affect the Project's critical path. The Architect/Engineer shall respond to all College-initiated requests for changes by preparing either a Change Order or a Change Directive, as appropriate. The Architect/Engineer shall respond to all Contractor-initiated requests for changes by preparing a Change Order or Change Directive, or by recommending that the College reject the change as unnecessary, inadvisable, or unjustified. If necessary, the Architect/Engineer shall prepare additional drawings, specifications, and other modifications to the Construction Documents to accompany all Change Orders and Change Directives. The Architect/Engineer shall maintain copies of all requests for changes, responses thereto, and all Change Orders and Change Directives, with all attachments and supporting documentation.

2.12.8. **Review and Certification of Payment Applications.** The Architect/Engineer shall receive draft payment applications from the Contractor, and on the basis of the Architect's/Engineer's site observations, and based upon the progress of the Work and the status of requested changes in the Work, shall verify that such payment applications accurately reflect the progress of the Work, shall revise such payment applications in cooperation with the Contractor as necessary to accurately reflect the progress of the Work, and shall promptly certify, sign, and deliver all such payment applications to the College. Unless the Scope of Services provides otherwise, the Architect/Engineer shall certify all payment applications within seven (7) days after receipt. The Architect/Engineer shall not certify payment applications that contain, reference, or otherwise reflect changes in the Work except when such changes are reduced to a Change Order that was fully executed on or before the date of such certification. The Architect's/Engineer's submittal of certified payment applications to the College shall constitute the Architect's/Engineer's representation to the College, to the best of the Architect's/Engineer's knowledge, information and belief, that all such certified payment applications accurately reflect the progress of the Work and the Contractor's entitlement to payment in the amount specified. The Architect/Engineer shall maintain a copy of all applications for payment, all revisions thereto, and all certified payment applications as submitted to the College, including all documentation, summaries, and schedules attached thereto.

2.12.9. **Substantial Completion and Punch List.** When the Architect/Engineer determines or the Contractor reports that the Project is Substantially Completed, the Architect/Engineer shall schedule a comprehensive inspection of the Work with the College and the Contractor. During such inspection, the Architect/Engineer shall document in writing all Work that is incomplete, defective, or otherwise not in conformance with the Construction Documents. Based upon the inspection, the Architect/Engineer shall determine if the Work has reached Substantial Completion. If not, the Architect/Engineer shall so notify the Contractor and the College and explain the basis for the determination. If so, the Architect/Engineer shall prepare a certificate of Substantial Completion for execution by the Architect/Engineer, College, and Contractor, which shall have attached to it a detailed list of items identified as incomplete, defective, or otherwise not in conformance with the Construction Documents (the "Punch List"). The Punch List shall also include or reference all requirements in the Construction Documents for the Contractor's submittal of Close-Out Documents. "Close-Out Documents" means the consent of surety to the release of retention and final payment to the Contractor; final waivers and releases of all liens; all as-built and record drawings in the form and mediums specified by the College;

and all installation and operating manuals related to systems and equipment included in the Work; all warranties, guarantees, certifications, documents, and instruments required by the Construction Documents. The certificate of Substantial Completion shall contain a date of Substantial Completion, and shall include the date by which the Contractor must complete the Punch List and furnish the Close-Out Documents. The Architect/Engineer shall present the certificate of Substantial Completion, with the Punch List attached, to the College and the Contractor for approval and execution.

2.12.10. **Final Completion and Close-Out.** When the Architect/Engineer determines or the Contractor reports that the Punch List has been completed, and all Close-Out Documents have been received by the Architect/Engineer and received, reviewed and approved by the College, the Architect/Engineer shall schedule an inspection of the Punch List items with the College and the Contractor. If, upon inspection, the Architect/Engineer determines that all Punch List items have been completed to the College's satisfaction, the Architect/Engineer shall certify the Contractor's final payment application, which may include the payment of retention. If, upon inspection, the Architect/Engineer determines that not all Punch List items have been completed to the College's satisfaction, the Architect/Engineer shall amend the Punch List accordingly, establish a new completion date for the remaining Punch List items or follow the College's directions for takeover and completion of the Work, and shall not certify the release of retention or final payment to the Contractor. When the Architect/Engineer determines or the Contractor reports that the amended Punch List has been completed to the College's satisfaction, a re-inspection shall occur in accordance with this Section and, if appropriate, the Architect/Engineer shall certify the Contractor's final payment application. When the Punch List is completed, the Construction Phase ends and that date shall be the date of "Final Completion."

2.13. **Post-Completion Inspection.** During the period between nine (9) months and one (1) year from the date of Substantial Completion, the Architect/Engineer shall schedule and conduct, and where appropriate shall cause its subcontractors and subconsultants to attend and participate in, a meeting with the College to review the completed Project. This post-completion inspection shall include a review of the Project's major components, equipment, and systems to verify proper working order, to identify any corrective work required, and to address any concerns or questions raised by the College. All such items shall be identified and addressed in a detailed written report furnished by the Architect/Engineer to the College. The Architect/Engineer shall not be entitled to any additional fee or the reimbursement of expenses for the post-inspection completion.

2.13.1. **Means and Methods.** The Architect/Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect/Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents, except if the Architect/Engineer fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Architect/Engineer shall be responsible for the Architect/Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect/Engineer shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. These provisions shall not limit the Owner's remedies under this Agreement.

2.14. **Indemnification.**

2.14.1. The Architect/Engineer shall indemnify and hold harmless the College, its Board of Trustees, individual board members, officers, administrators, employees, agents, and

representatives, and their successors and assigns, and each of them (collectively, “Indemnitees”) from all claims, demands, causes of action, losses, liabilities, injuries, penalties, damages, and expenses, including reasonable attorneys’ fees and court costs, that one or more of the Indemnitees may incur, to the extent caused by the Architect’s/Engineer’s negligence or by the Architect’s/Engineer’s breach of the Standard of Care as defined in this Agreement.

2.14.2. The Architect/Engineer shall indemnify, defend, and hold harmless the College, its Board of Trustees, individual board members, officers, administrators, employees, agents, and representatives, and their successors and assigns, and each of them (collectively, “Indemnitees”) from all claims, demands, causes of action, losses, liabilities, injuries, penalties, damages, and expenses, including reasonable attorneys’ fees and court costs, that one or more of the Indemnitees may incur, to the extent arising from personal injury, property damage or death caused by the Architect’s/Engineer’s negligent act or omission.

2.15. **Insurance.** The Architect/Engineer shall procure and maintain the following insurance policies for the durations provided below. The Architect/Engineer shall also cause each of its subcontractors and subconsultants to procure and maintain the following insurance policies for the durations provided below. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best’s Key Guide Rating of at least A / XV, unless otherwise specified in writing by the College. All specified policies shall by endorsement incorporate a provision requiring thirty days written notice to the College prior to the cancellation, non-renewal or material modification of any such policies. The Architect’s/Engineer’s cost of maintaining such insurance is included in the Architect’s/Engineer’s Professional Fee. If Architect/Engineer fails to furnish and maintain insurance as required by the Agreement, the College may purchase such insurance on behalf of Architect/Engineer, and Architect/Engineer shall furnish to the College any information needed to obtain such insurance, and shall pay the cost thereof to the College upon demand. Prior to performing Services, and upon the expiration and renewal of each such policy, the Architect/Engineer shall furnish to the College proof of all required insurance including certificates of insurance, and policies with all declarations and endorsements attached.

2.15.1. **Commercial General Liability.** The Architect/Engineer shall procure and maintain general liability insurance, including completed operations coverage, with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage. The policy shall be properly endorsed to list “The Board of Trustees of William Rainey Harper College” as an additional insured. The policy shall be properly endorsed to waive subrogation against the College. Coverage shall by endorsement be primary and non-contributory to any insurance written or available to the College. Such coverage shall be maintained in full force and effect until completion of Architect’s/Engineer’s Services, except the Completed Operations coverage, which shall extend an additional four (4) years after Substantial Completion.

2.15.2. **Automobile Liability.** The Architect/Engineer shall procure and maintain automobile liability insurance covering all vehicles operated by the Architect/Engineer in connection with the Project, with policy limits of not less than One Million Dollars (\$1,000,000), combined single limit and aggregate for bodily injury and property damage. The policy shall be properly endorsed to list “The Board of Trustees of William Rainey Harper College” as an additional insured. Coverage shall by endorsement be primary and non-contributory to any insurance written or available to the College. Such coverage shall be maintained in full force and effect until completion of Architect’s/Engineer’s Services.

2.15.3. **Umbrella Coverage.** For Projects where the Estimated Cost of the Work and/or the Cost of the Work exceeds \$5,000,000, and for Projects where the duration of the Construction Phase is scheduled to exceed twelve (12) months regardless of the Cost of the Work, the

Architect/Engineer shall procure and maintain umbrella coverage above the commercial general liability and automobile policies specified above, in the amount of \$3,000,000, and such umbrella coverage shall follow form.

2.15.4. **Workers' Compensation.** The Architect/Engineer shall procure and maintain workers' compensation insurance with statutory minimum limits and employers' liability coverage with a limit of not less than Five Hundred Thousand Dollars (\$500,000). Such coverage shall be maintained in full force and effect until completion of Architect's/Engineer's Services. The policy shall be properly endorsed to waive subrogation against the College.

2.15.5. **Professional Liability.** The Architect/Engineer shall procure and maintain professional liability insurance covering all negligent acts, errors and omissions of the Architect/Engineer and its employees, agents, representatives, subcontractors, consultants, and subconsultants, and any other entity or individual that has contracted with Architect/Engineer in connection with the Project, with policy limits of not less than Five Million Dollars (\$5,000,000) in the aggregate. Such coverage shall be maintained on a claims-made basis, and shall be in full force and effect until the expiration of the period of five (5) years from the completion of Architect's/Engineer's Services.

2.15.6. **Construction Manager.** If the College has retained or later retains a Construction Manager for the Project pursuant to a separate Construction Management Agreement, then the Architect is hereby relieved of any and all duties under this Agreement to the extent they are also specified as the sole obligations of the Construction Manager under the Construction Management Agreement, and the Architect shall cooperate and coordinate with the Construction Manager to the extent the Architect and the Construction Manager have joint obligations under their respective agreements.

3. **The College's Obligations.**

3.1. **Information and Approvals.** The College shall timely respond to all reasonable requests by the Architect/Engineer for documents, information, surveys, and approvals that may be necessary for the Architect/Engineer to perform its Services. The Architect/Engineer may request and the College shall provide previously-prepared geotechnical reports regarding the Project site, but if any further geotechnical information, reports, or recommendations are required for the Project, the Architect/Engineer shall procure such information and services from a sub-consultant to the Architect/Engineer, and the compensation for such geotechnical services are included in the Architect's/Engineer's Professional Fee. Notwithstanding any provision of this Agreement to the contrary, the College's review and approval of any and all documents or other information shall be for the purpose of providing the Architect/Engineer with information as to the College's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents and, notwithstanding any professional skill or judgment possessed by the College, shall in no way create any liability on the part of the College for errors, inconsistencies or omissions in such documents or information.

3.2. **Party Representative.** The College's Party Representative is authorized to act on the College's behalf only to the extent authorized by the College's Board Policies and Project-specific directives, if any.

3.3. **Budgeting.** The College shall establish and regularly update a budget for the Project, and shall communicate such budget and updates to the Architect/Engineer. The College may rely upon the Architect's/Engineer's Estimates of the Cost of the Work in establishing and updating the budget.

3.4. **Site Access.** The College shall provide the Architect/Engineer with access to the Project site as reasonably requested by the Architect/Engineer throughout the Design Phase and Construction Phase of the Project.

4. **Compensation and Payment.**

4.1. **Professional Fee.** The Architect's/Engineer's Compensation is contained in the Project Information Section of the Agreement. The Professional Fee may be a lump sum or a percentage of the Cost of the Work. In either case, a portion of the Professional Fee shall be earned and become payable during each phase of the Project, in accordance with the schedule below. If the Professional Fee is a percentage of the Cost of the Work, then with respect to phases of the Project that occur before the Cost of the Work is determined, the Estimated Cost of the Work shall be used for the calculation.

Project Phase	Percentage of Professional Fee Earned
Programming Phase	5%
Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding Phase	5%
Construction Phase To Substantial Completion	17%
Close Out (From Substantial Completion Through Final Completion)	3%

4.2. **Reimbursable Expenses.** The Architect's/Engineer's Reimbursable Expenses include and are limited to the Architect's/Engineer's actual costs incurred in connection with the following specified items. There shall be no markup by the Architect/Engineer on Reimbursable Expenses. The Reimbursable Expenses shall not exceed \$1,000 in any thirty (30) day period unless, prior to such expenditure in excess of \$1,000, Architect/Engineer requests in writing a specified increase of this not-to-exceed cap and a basis for the request, and the College approves such request in writing and before the expenditure is incurred. Reimbursable Expenses include and are limited to:

- 4.2.1. Renderings, models, mockups, and presentation materials.
- 4.2.2. Printing and document reproduction costs.
- 4.2.3. Postage, handling and delivery.
- 4.2.4. Fees paid for securing necessary governmental permits and approvals.
- 4.2.5. Travel expenses.
- 4.2.6. Mileage at standard rates as published by the IRS.

4.3. **Invoicing.** From the Effective Date of the Agreement through completion of the Construction Phase, the Architect/Engineer shall on a monthly basis send the College invoices for the Professional Fee and Reimbursable Expenses. The invoices shall reflect portions of the Professional Fee earned and due, which shall be expressed as a percentage of completion of the then-current phase of the Project (Professional Fee * percentage allocated to that phase of the project as provided in Section 4.1 * percentage completion of that phase), less Retention to the extent provided in Section 4.3.1, below, less payments previously made. The invoices shall also reflect Reimbursable Expenses incurred in the immediately preceding month, which shall be supported by the attachment of all third-party documents and

information needed for the College to independently verify the amount incurred and paid by the Architect/Engineer and the details of such expenses. The College shall specify the monthly deadline and procedure, if any, for the submittal of invoices. The invoices shall be directed to the College's Project Representative as identified in the Project Information Section of the Agreement. The College shall process all invoices in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* The final Design Phase invoice shall not become payable until all design documents for the Design Phase have been delivered to the College in CAD and PDF format, as required by Sections 2.5, 2.6, and 2.7.7. Retention specified in this Section shall be released and paid upon Final Completion, less any deductions made by the College in accordance with Section 2.12.5 and Section 4.3.1.

4.3.1. **Retention.** Two and one half percent (2.5%) of the Cost of the Work is established as the tolerance for the Architect/Engineer's Project-related errors and omissions (the "E&O Limit"). From the commencement of the Construction Phase through the completion of the Close Out Phase, the Parties shall identify and attempt to agree upon the Party or other person or entity financially responsible for each Change Order. If the College determines in good faith during such process that the E&O Limit has been exceeded due to Change Orders that result from an error or omission by the Architect/Engineer, the College may initially retain such excess from payments due or which may become due to the Architect/Engineer ("Retention"). If the Architect/Engineer does not agree with the College's withholding of Retention under this Section, such disagreement is subject to resolution in accordance with this Agreement.

5. **General Provisions.**

5.1. **Termination for Convenience.** The College may terminate the Agreement upon at least seven (7) days written notice to the Architect/Engineer for any reason in the College's sole discretion. Upon such termination for convenience, the Architect/Engineer shall submit a final invoice for that portion of the Professional Fee earned and Reimbursable Expenses incurred as of the effective date of termination. Such invoice shall be prepared and calculated as provided in Article 4, above. Payment of such invoice shall be Architect's/Engineer's sole remaining compensation under the Agreement. The Architect/Engineer shall not under any circumstance have any claim for consequential or incidental damages, or lost profits, and all such claims are expressly waived.

5.2. **Termination for Cause.** If one Party materially breaches the Agreement, the other Party may terminate the Agreement upon at least three (3) days written notice to the breaching Party. If the Architect/Engineer terminates under this Section, upon such notice of termination to the College, the Architect/Engineer shall submit a final invoice for that portion of the Professional Fee earned and Reimbursable Expenses incurred as of the effective date of termination. Such invoice shall be prepared and calculated as provided in Article 4, above. Payment of such invoice shall be Architect's/Engineer's sole remaining compensation under the Agreement. If the College terminates under this Section, the Architect/Engineer shall not be entitled to any further compensation, except for those portions of the Professional Fee and Reimbursable Expenses that are then earned, due, and unrelated to the material breach forming the basis for such termination, which shall be invoiced and paid in accordance with Article 4. The Architect/Engineer shall not under any circumstance have any claim for consequential or incidental damages, or lost profits, and all such claims are expressly waived.

5.3. **Use of AIA Documents.** The College may permit Architect/Engineer and Contractor to use standard and modified form AIA Documents for certain purposes including but not limited to general conditions for construction, payment applications, change orders, and certificates of Substantial Completion. Any such use shall be pre-authorized in writing by the College.

5.4. **Retention and Inspection of Records.** To the extent the Agreement, these terms and conditions, or other Construction Documents require the Architect/Engineer to prepare, receive or maintain correspondence, documents, records, instruments and/or files related to the Project (“Project Records”), the Architect/Engineer shall maintain all Project Records in an organized, safe, and secure location during the Design and Construction Phases and for a period of four (4) years from the date of Substantial Completion. Upon the College’s request at any time, the Architect/Engineer shall promptly provide the College with access to original Project Records, and copies of Project Records if requested. If the Architect/Engineer intends to destroy or dispose of Project upon the expiration of this retention period, Architect/Engineer shall notify the College in writing at least ninety (90) days prior to such destruction or disposal and provide the College a reasonable opportunity to retrieve such items at the College’s expense.

5.5. **Confidentiality and FOIA.** The Architect/Engineer shall maintain, and shall contractually require its employees and sub-consultants to maintain, the confidentiality of all information in their possession regarding the Project. Architect/Engineer shall keep all Project-related information, documents, records, instruments, and files strictly confidential and shall not disclose them to any other person except to (1) those employees of Architect/Engineer who need such information to perform Project-related services, and (2) its sub-consultants who are contractually bound by this confidentiality provision and who need such information to perform Project-related services. The Architect/Engineer acknowledges that certain Project-related documents in its possession or under its control may be subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.*, and the Architect/Engineer shall comply with and shall cooperate with the College’s efforts to comply with such requirements.

5.6. **Statutory Compliance.** The Architect/Engineer shall comply with and shall cause its sub-consultants to comply with all statutory requirements including but not limited to:

5.6.1. The Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, including but not limited to requirements pertaining to a sexual harassment policy.

5.6.2. The Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*

5.6.3. Article 33E of the Criminal Code, 720 ILCS 5/Art. 33E. Pursuant to Section 33E-11, the Architect/Engineer hereby certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E.

5.7. **Professional Credit.** Upon Architect’s/Engineer’s receipt of prior written consent from the College, the Architect/Engineer shall have the right to include photographic or artistic representations of the Project among the Architect’s/Engineer’s promotional and professional materials. The College shall give the Architect/Engineer reasonable access to the completed Project to make such representations. However, the Architect’s/Engineer’s promotional and professional materials shall not include the College’s confidential or proprietary information or any other information prohibited by law or by the Agreement from disclosure.

5.8. **Governing Law.** The Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.

5.9. **Interpretation and Construction.** The Parties intend the Agreement to be legally binding on them, and to inure to their benefit and the benefit of their respective legal representatives, successors and assigns. The provisions of the Agreement are severable and no provision shall be affected by the invalidity of any other provision. If any court determines any provision of the Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

5.10. **No Assignment or Delegation.** Except as may be otherwise provided in the Scope of Services, each of the Parties represents that it has not assigned and will not assign any rights under the Agreement, and that it has not delegated and will not delegate or subcontract any duties arising under this Agreement.

5.11. **No Third-Party Beneficiaries.** The Agreement is not intended to confer any rights upon any third party who is not a Party to the Agreement.

5.12. **Statute of Limitations.** Notwithstanding any other provision to the contrary, all causes of action arising from the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law.

5.13. **Prevailing Party.** In any proceeding to enforce the Agreement, or for damages arising under the Agreement, or for damages arising from Services required or performed, the prevailing party shall be entitled to recover its respective court costs, reasonable attorneys' fees, litigation consulting fees, and expert witness fees from the non-prevailing Party.

5.14. **Integration.** This Agreement, and the documents attached to and incorporated by reference in this Agreement including but not limited to the Scope of Services, if any, provisions relating to Compensation, if any, and the Construction Documents, constitute the entire agreement of the Parties with respect to this Project, and supersede all prior representations and agreements, both oral and written. This Agreement may only be modified or cancelled by the subsequent written agreement of the Parties.

Executed on the date last written below, by and between:

The Board of Trustees of
William Rainey Harper College No. 512

By: _____

Title: _____

Date: _____

[INSERT FULL LEGAL NAME OF ARCHITECT]

By: _____

Title: _____

Date: _____