Columbia
COLLEGE CHICAGO

Invitation For Bid (IFB)

For

Design-Build Services

Key Dates:

MANDATORY Pre-Bid Meeting & Site Visit:

Friday, January 3, 2025

9:00AM –33 E Ida B Wells building lobby

Questions Due:

Monday, January 6, 2025, no later than 5:00PM

Bid Due Date:

Wednesday, January 15, 2025, no later than 2PM CDT.

Procurement Contact:

Procurementintake@colum.edu
Procurement Department
Columbia College Chicago

REQUIRED FORMS:

REQUIRED FORM A - FORM OF TRANSMITTAL LETTER
REQUIRED FORM B - STATEMENT OF QUALIFICATIONS
REQUIRED FORM C - STATEMENT OF BUSINESS ORGANIZATION
REQUIRED FORM D – FEES / PROPOSAL FORM

AGREEMENT: DESIGN-BUILD AGREEMENT

EXHIBITS:

Exhibit 1 – Department of Labor-Prevailing Wage Determination

(Exhibits 2-5: Compliance Requirements-Sample Compliance Reporting Forms)
Exhibit 2 - IBHE Illinois_Works_Apprenticeship_Initiative_Periodic_Reporting_Form
– Details for table on page 2 provided by DB Team for quarterly grant updates.
Exhibit 3 - IBHE Illinois Works Budget Supplement Form
– Details on page 3 to be provided by DB Team once subcontractors have been awarded.
Exhibit 4 – IBHE BEP Act Utilization Form
– DB Team to provide a list of all Subcontractor/Supplier Firms that have been awarded to meeting the BEP grant requirements.
Exhibit 5 - IBHE BEP Waiver Good Faith Effort Documentation Checklist
– Required documentation list if BEP requirements have not been met.

The following Project Documents are available online at:
https://about.colum.edu/procurement/ibhe-grant

	Item – File Name
1	Pre-Design Programming Document
2	Environmental Survey Report (TO FOLLOW)
3	Columbia Workplace Strategy Guidelines 2022
4	Columbia Green Buildings Program 2023
5	1st Floor – Existing Floor Plan at 33 E Ida B Wells Dr ACAD
6	1st Floor - Existing Floor Plan Detailing Scope Area PDF

SECTION I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

1.1 BACKGROUND ON COLUMBIA COLLEGE CHICAGO

Columbia College Chicago is a private, nonprofit college offering a distinctive curriculum that blends creative and media arts, liberal arts, and business. We are dedicated to rigorous academics, hands-on learning, collaboration and career preparation. With close to 135 years of deep experience, we encourage students to take creative risks, develop an authentic voice and author the culture of their time.

Columbia offers an inclusive learning community and an educational philosophy that weds theory with practice. Columbia gives students the opportunity to practice and perfect their craft from day one while grounding them in a liberal arts curriculum. Our location in Chicago—one of the most vibrant, forward-thinking cities in the world—provides students access to an array of cultural and professional experiences, and our award-winning faculty, many of whom are working professionals, prepare graduates for successful careers and leadership roles in their field.

“Columbia is a learning institution for creatives, a statement of our commitment to the principle that creatives can succeed in any endeavor they choose, regardless of what they study, and it is an affirmation of our belief that there is a profound need in all walks of life for those whose engagement with the world is informed by their creative practice. As a college for creatives, we must prepare our students to enter the world with a sense of agency, which can only come from mastering skills and concepts, developing critical judgment and the ability to frame a cogent argument, discovering one’s authentic voice, and testing one’s ability to navigate in the world. “A college for creatives”, then, is also a description of our responsibility to our students – that rather than “polishing” them to fit into existing professional paths, we must equip them to bring the full force of their creative voices to bear on the world and to establish new pathways to fulfilling and meaningful lives.” (see: https://about.colum.edu/president/pdf/Columbia_positionpaper_final.pdf)

Columbia's main goal is to prepare students for employment beyond a specific job. From the very first day, we focus on preparing students for a lasting career and fulfilling life. Our students not only have the opportunity to pursue programs taught by industry leaders (professional artists, designers, writers, filmmakers, journalists, musicians, entrepreneurs, dancers), but they also acquire the skills necessary to lead productive lives wherever their interests and abilities take them. Columbia focuses on career preparation both in and outside the classroom—through rigorous academics, the Portfolio Center (a team of counselors who assist students in strategizing their career plan and building a personal brand and portfolio), Industry Events, internship programs, and one of the largest arts and media alumni networks in the world.

Inclusivity is also inextricably linked to Columbia's educational purpose, and our student body reflects the City of Chicago and the world. We are deeply committed to the hard work that goes into making our community welcoming to every student. If our students are to create that which does not yet exist, they must have every opportunity to learn from the voice and experience of the other. We believe that a community that brings together diverse voices and experiences is fertile ground for new ideas and creative practice. We encourage students to collaborate with difference and embrace new perspectives.

1.2 BACKGROUND ON IBHE INDEPENDENT COLLEGES CAPITAL INVESTMENT GRANT PROGRAM

Independent Colleges Capital Investment Grant Program is a grant program administered by Illinois Board of Higher Education (IBHE) in conjunction with the Illinois Capital Development Board to provide independent colleges with financial assistance for Capital Projects. Grants will be awarded only for Capital Projects as defined for this program. Capital Projects means the construction, repair, renovation, and miscellaneous capital improvements, including the planning, engineering, acquisition, reconstruction, remodeling, improvement, repair and installation of capital facilities and costs of planning, supplies, equipment, materials, services, and all other required expenses.

All MWD/BE and Apprenticeship requirements, tracking, reporting, and compliance are the responsibility of the awarded Design-Builder.

1.3 BACKGROUND ON THE ACADEMIC SERVICES PROJECT, AT 33 E. IDA B WELLS DRIVE FIRST FLOOR

Columbia College Chicago seeks to create an integrated "Student Success Center" for tutoring and related support services that promote retention and completion. Currently, these services are located in multiple locations across campus. Co-locating the Tutoring Center, which provides students with support for their academic coursework, the Persistence team, which provides students with coaching and a broader range of support for life on campus, and the TRIO Office, which provides grant-funded and targeted support for underrepresented, under-resourced, and first-generation students will offer students more comprehensive access to the interrelated and mutually supporting services across these three closely related services for student success.

The integration of these vital student support systems would go well beyond proximity and convenience, it would enhance the awareness by students of other available services they may not currently be exposed to and will enhance the coordination among the offices and drive a more holistic approach and follow-through for students. The ultimate goal is to significantly increase the number of students served, up from the 3800 students served collectively by these offices now.

Forty percent of Columbia's enrollment is made up of first-generation students, and 56 percent are students from underrepresented populations. These trends have accelerated in recent years as a result of concerted efforts on both outreach and recruitment as well as increased scholarship offerings. For the most recent cohort, 63 percent of freshmen were students from minority groups, and 57 percent were first-generation. The annual cohort of CPS graduates enrolled as Columbia freshmen has grown three-fold in five years. The overall number of CPS students enrolled at Columbia has nearly doubled to nearly 900 – fifteen percent of our student body, compared to eight percent five years ago.

Our Student Persistence team engaged with nearly 3000 unique students in 2022, and 136 students have participated in the Scholars Project – a special program in this area serving BIPOC and first-generations students as part of the college's broader Social Justice Initiative – since its founding in 2021. TRIO, a federally funded program serving first-generation students, income-eligible students, and/or students with disabilities, enrolled 153 students during the 2022-23 academic year. The Academic Center for Tutoring hosted nearly 3000 appointments in 2022, supporting 363 unique students in tutoring and another 172

students in academic coaching. In addition, our Academic Advising team hosted more than 12,000 appointments in 2022, meeting with 5268 unique students – approximately 65% of enrolled students. These four areas of student support in academic services are in five different locations on campus. With the redesign of the 1st floor of 33 E. Ida B. Wells, there is great potential to continue offering these services, but to also increase the number of appointments and unique students served in each area.

In an effort to improve the overall student experience and to increase the number of students who utilize these important services, the College is seeking to pull some of these resources into one shared space. With this capital investment, the first floor of the 33 E. Ida B. Wells Building can be completely re-imagined as a new Center for Academic Services. The Scholar's Project in Student Persistence and our TRIO Program serve many BIPOC and First-Generation college students, with the ultimate goal of increasing student persistence and graduation rates of our frequently underserved populations. Although Academic Coaching and Tutoring are services for all students, it is important to ensure that many students are aware of these resources, and it is easy to locate and access this support. By re-organizing these four units so they are all in one physical space, it will enhance our services for all students, but especially for many underrepresented and underserved students. Tutoring, Persistence, and TRIO offices are currently allocated 12,000 square feet of space. The net assignable space available for renovation to co-locate these offices is estimated to be 13,500 square feet of space that is designed with purpose and intent.

1.4 DEFINITIONS

The following terms in this Solicitation shall be defined as follows:

"Agreement" or "Contract" means the Agreement that is to be entered into between Columbia College Chicago and the selected Bidder(s) pursuant to this IFB.

"Columbia", "College" or "Owner" means Columbia College Chicago.

"Design-Builder" or "Contractor" means the individual or entity that enters into an Agreement with Columbia College Chicago to provide the Services. `

"IBHE" means the Illinois Board of Higher Education. This project is 100% funded by a grant from this state agency. "Bid" or "Proposal" means all materials submitted in response to this IFB, including, without limitation, all exhibits, attachments, addenda, renderings and drawings.

"Bidder(s)" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submits a bid pursuant to this IFB.

"Responsive" Responsiveness is determined by Columbia College Chicago and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Conformity in material respects or substantial compliance suffices, although absolute or precise conformity is not required. Columbia College Chicago reserves the right to reject any bid that it deems non-responsive.

“Responsible” Responsibility is determined by Columbia College Chicago and relates primarily to the ability of a Bidder to successfully carry out a proposed agreement, and whether it has the character, reputation, and integrity to receive an award. Considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Bidder’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

“Selected or Successful Bidder” means the individual, partnership, corporation or joint venture that Columbia College Chicago selects for award of the Agreement.

“Services” means all Work for which Columbia College Chicago engages the Selected Bidder.

1.5 INTERPRETATIONS

A. Any headings in this IFB are for convenience of reference only and do not define, limit, control or affect the meaning of the IFB’s provisions. All section references, unless otherwise expressly indicated, are to sections of this IFB. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this IFB and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this IFB.

B. Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the IFB mean that requirements, directions of and permission of Columbia College Chicago are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” Columbia College Chicago. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services must be conducted in a manner or be of character which is “necessary” or “proper” at the discretion of Columbia College Chicago.

C. Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the IFB mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of Columbia College Chicago.

D. All drawings, specifications, reports, and informational documents for the project are the sole property of the Owner and are intended for the sole use of the project contemplated within them. Distribution of these documents beyond what is required to submit a qualified response is prohibited.

SECTION II. GENERAL REQUIREMENTS

2.1 OVERVIEW

Columbia College Chicago requires a Design-Build Team to provide all necessary architects, engineers, designers, technology services, project managers, procurement resources, full-time site construction supervision, and project administration for the "turn-key" development of our project.

2.2 SCOPE OF SERVICES / Basis of Design

The Scope of Services included in Design-Build Services include Design, Pre-construction, Cost-estimate, Construction, and Closeout activities to deliver the Student Success Center within the project budget and completed by owner specified completion date. This work will include all design, and engineering work required to produce the Construction Documents. The DB Contractor will facilitate regulatory agency review and approval, coordination with Owner, and others working directly on the project. This includes submittal of Construction Documents to the Authority Having Jurisdiction ("AHJ") for permit, responding to and making changes as required for the AHJ comments, obtaining an approved permit, and providing preconstruction coordination as required.

Bidders are to provide all consultants required to successfully complete the project including but not limited to MEP Engineer, Structural Engineer, Signage Designer, and AV Consultant. All drawings and specifications for permitting and construction are the responsibility of the Design-Build Team. If the proposing team does not have design professionals and engineers in house, they are to include information on the firms they would team up with to complete this project. Additionally, teams will provide all necessary on-site investigations and engineering including, but not limited to, existing infrastructure surveys and any other studies and analysis required to facilitate the design. Infrastructure improvements may be necessary to support the project and may include but are not limited to HVAC, low voltage systems, lighting, security, and communication systems.

The awarded Design-Build Team will investigate, identify, design, coordinate, and incorporate all MEP scope for the project along with all required technology to support the integration of the services to be provided at the Student Success Center and Colleg departments that will provide student referrals and departments that will receive referrals from the Student Success Center. Design services will include coordination with Columbia's IT, Security, AV and other departments as necessary to develop a comprehensive communication, scheduling, and information sharing solution to best support the new Student Success Center. Additionally, the awarded Design-Build Team will be responsible to procure moving services for departments currently located in the assigned scope area, procure abatement services to address findings from Environmental Survey results and specify and procure all required FF&E.

The Construction Phase of the project will include but not be limited to procuring all permits, licenses, and approvals along with planning, procurement, coordination, administration and supervision of the construction work. Services also include performing change order work, corrective work and closeout completion. The DB Contractor must comply with Columbia directives and policies regarding each stage in the project, including without limitation directives and policies regarding lead and asbestos-containing surfaces, in addition to other environmental work regarding the project. The DB Contractor will prepare and

submit timely status and progress reports and update project completion schedules when requested by Columbia. The DB Contractor will meet with Columbia representatives regularly as required to discuss work in progress and other matters. The DB Contractor is responsible for maintaining a safety program and complying with all relevant rules, regulations, specifications, and laws regarding and pertaining to safety.

Provide required documents for the required insurance.

[BOD] Basis of Design Criteria for Interior Renovation Work

I. Project Description

A. Project Overview

Columbia College Chicago seeks to create an integrated "Student Success Center" for tutoring and related support services that promote retention and completion. Currently, these services are located in multiple locations across campus. Co-locating the Tutoring Center, which provides students with support for their academic coursework, the Persistence team, which provides students with coaching and a broader range of support for life on campus, and the TRIO Office, which provides grant-funded and targeted support for underrepresented, under-resourced, and first-generation students will offer students more comprehensive access to the interrelated and mutually supporting services across these three closely related services for student success. Columbia College has identified utilizing approximately 13,500sf of space on the first floor of 33 S Ida B Wells Drive in Chicago.

Pre-Concept Design meetings have been conducted and helped to refine the initial parameters of the Project scope including programming requirements to date. Additional work will be required to refine the scope and finalize programming. The selected DB will be required to prepare concept level/space utilization drawings to finalize the initial programming phase as part of its work.

This project is being funded by an IBHE Capital Projects Grant. All compliance requirements, tracking of the compliance and monthly reporting to the owner is the sole responsibility of the awarded Design-Build Team (see details in the compliance requirements document in the appendix). Periodic review of tracking and audit of the reporting throughout the project will be conducted by Columbia College's Owner Representative, Cotter Consulting.

B. Project Timeline

The anticipated schedule for the Student Success Center interior buildout is as follows: *See preliminary draft schedule in appendix for further details*.

1. Design/Build Team Procurement — December 2024
2. Notice of Award — February 2025
3. Design + Engineering — February - May 2025
4. Cost Estimate — April 2024
5. Bidding and Subcontractor Selection — April-May 2025
6. Permitting — May-June 2025

7. Spring Classes End May 16, 2025
8. Construction May-November 2025
9. Substantial Completion: November 21, 2025
10. Owner Move In December 1, 2025
11. Spring Semester begins January 5, 2026

C. Site Description

33 E Ida B Wells was built 1925-1926. The building is 7 stories with approximately 143,500sf under roof. This site is bordered on the North by a parking lot; on the South by Ida B Wells Drive, on the East by Wabash Drive/Elevated train; and on the west by S Holden Ct a private alley. The building is owned by Columbia College Chicago hosting classrooms, support services, radio station, gallery, and meeting rooms.

D. Existing Programming in Scope Area:
   - Academic Center for Tutoring
   - Radio Station

E. Anticipated Programming in Scope Area:
   - Academic Center for Tutoring
   - Welcome/Help Desk
   - Student Persistence
   - TRIO
   - Connection to the Library
   - Connection to Student Financial Services (Columbia Central)
   - Surge Support Area
   - Peer Advising
   - Genius Bar - Gateway to additional support
   - Lounge Area
   - Radio Station

F. Design Considerations:
   - Temporary egress path during construction for Campus Security
   - Exterior lighting at building arcade soffit, along Ida B Wells Drive

G. Program Summary
   - Objective #1 Consolidate student services currently dispersed throughout the campus into one location.
     a. Space allocated for the student success center is to be located at 33 E Ida B Wells Drive, 1st floor.
        1. Program verification and finalize departments and services to be included in the Student Success Center.
        2. Finalize decisions related to relocating any departments that are currently housed in the designated space on the 1st floor.
     b. Determine what existing FF&E is to remain and what will be required new.
     c. All new FF&E required to complete this project will be included in Design/Build team scope.

d. All new technology to support the Student Success Center objectives will be a part of the Design/Build team scope. TBD
e. Ensure accommodations are made for departments currently located in the scope space.
    1. Radio Station
    2. Tutoring Center
    3. Access for Campus Security Command Center and relocation of security lobby desk.
f. The renovation will include, but is not limited, to the following:
    1. Moving services out/in scope area – Include supplies and labor
    2. Abatement Scope - Environmental Test results to be provided to awarded Design/Build team.
    3. Space optimization
    4. New flooring
    5. New ceilings
    6. New doors
    7. New door hardware
    8. New paint
    9. New furniture/millwork
    10. Technology to support new purposes
    11. Upgrade MEP per code requirements.
    12. New lighting
    13. Other as required
    14. New exterior lighting at building arcade soffit

- Objective #2 Remodel existing bathrooms or provide new bathrooms- There are currently two existing Unisex bathrooms, one men's bathroom with (3) stalls and two sinks and one women's bathroom with (3) stalls and two sinks. This remodel should include:
    - Abatement Scope by DB – Environmental Test results to be provided to awarded Design/Build team.
    - New flooring
    - New ceiling
    - New toilet partitions
    - New toilets
    - New paint
    - New sinks
    - New counters
    - New lighting
    - Upgrade MEP per code requirements.
    - Other as required

II. DB Team Project Coordination

A. Coordination
- Project Stakeholders
- Owners Representative
- Columbia Facilities Planning and Management

- Programming Consultant
- Columbia Radio Station
- Columbia Campus Security / Command Center
- Columbia IT/Media Services
- Environmental Consultant

B. Due Diligence
   - Work with stakeholders to confirm results of Pre-Concept design meetings to encompass programming goals and space requirements.
   - Display clear understanding of Owner provided documentation. (See Appendix)

C. Regulatory Coordination
   - IEPA/IDPH
   - DOB: Coordination for permit process. DB to coordinate with DOB regarding permitting process and permit packaging.
   - FIRE: DB to coordinate with CFD to meet project access requirements as well as coordinating life safety systems.

III. Project Requirements

A. Design Requirements

The project is to be designed in accordance with the guidance provided by Columbia College's design documents:

- Columbia Campus Master Plan 2021
  - https://issuu.com/columchi/docs/final_43025_23_scer_masterplanpresentation_020623
- Columbia Workplace Strategy Guidelines 2022
- Columbia Green Buildings Program 2023
- Environmental Assessments (forthcoming)

B. This project is being funded by an IBHE Grant which contains the MWBE participation and Apprenticeship requirements.
   - Refer to Additional Contract Provisions – State and Federal Requirements document

C. Code Compliance & Permit Approvals

The DB shall be fully responsible to provide all notifications and obtain all required permits for the project, from jurisdictions having authority including, but not limited to, the following agencies:

- CoC DOB - City of Chicago Department of Buildings (Building Permits)
- CFD - Chicago Fire Department (Sprinkler, Fire Alarms)
- IEPA - Illinois Environmental Protection Agency
- CDPH - Chicago Department of Public Health
- IDPH – Illinois Department of Public Health
- ADA

- Energy Code

D. Sustainability Design Requirements:
   - Refer to Columbia Green Buildings Program 2023

E. Environmental Requirements
   - Refer to Environmental Assessments for Environmental requirements. TBD

END OF BASIS OF DESIGN

2.3 Deliverables

Design deliverables are to include, but are not limited to, the following:

- Program Verification
- 50% Schematic Design
- 100% Schematic Design (Include: narrative specifications, construction cost estimate, schedule with construction milestones, and updated program that compares initial program w/ achieved program)
- 50% Design Development
- 100% Design Development (Include: project manual + 3-part specifications, interior and exterior material lists, FF&E, construction cost estimate, and updated schedule with construction milestones. Estimate and schedule updates to compare previous and current version)
- 60% Construction Documents (Include: construction cost estimate and updated schedule with construction detail. Estimate and schedule updates to compare previous and current version)
- Prepare Bid Package #1 to include Abatement, Demo, and Moving
- 98% Construction Documents / Permit Documents (Include: construction cost estimate and updated schedule with CPM construction logic. Estimate and schedule updates to compare previous and current version)
- Prepare Bid Package #2 to include remaining scope
- 100% Construction Documents / For Construction Documents
- Identify long lead items and provide costs and procurement schedule to mitigate schedule delay

Construction deliverables are to include, but are not limited to, the following:

- D/B contractor shall provide continuous estimating services
- D/B contractor shall submit and estimate updates and schedule updates (including preconstruction phase and construction) with each deliverable.
- Phasing and Logistics coordination
- Temporary Construction Partitions
- Move Services: Moving tenants out the project site and setting them up in swing space for the duration of construction and returning them to the space as well as moving in new tenants.
- Abatement and Demolition
- Pre-Construction Services (Submittals)
- Construction Phase Activities

- Testing and Inspections
- Conduit/raceways and cables to Owner provided equipment
- FF&E procurement and installation
- Commissioning
- Project Closeout

2.4 QUALIFICATIONS
Refer to Section 3-Submission Requirements.

2.5 FEES
All firms must provide all-inclusive hourly rates with their submission. The rates will be effective for the term of the agreement. Refer to Required Form D.

III. IFB PROCESS AND SUBMISSION REQUIREMENTS

3.1 IFB Submittal Requirements and Contents

Submittals should be straightforward and concise in providing evidence of the Bidder's ability to meet the requirements of the IFB. Emphasis should be on conforming to the IFB instructions, responsiveness to the IFB requirements, and the completeness and clarity of content.

Provide an executive summary, one page or less, highlighting your qualifications and describing why your firm/team should be selected for the project. Include details of your project approach and what will differentiate your team in the marketplace.

3.1.1 Qualifications of Bidder (Limit to 12 pages, including project descriptions):

Outline the number of years the Bidder has been in business and provide an overview of the experience and background of the Bidder and its committed key personnel. Bidder shall also identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e. corporation, joint venture, limited partnership, etc.), the names of its principals or partners, and confirmation that Bidder is authorized to do business in the State of Illinois. If Bidder is a business entity that is comprised of more than one legal participant (e.g., Bidder is a joint venture, partnership, etc.), then Bidder must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

Provide a minimum of three examples of relevant experience for projects within the past five years where you have provided Design-Build services with the proposed team. Indicate relevant experience with past Columbia College work or projects. Project descriptions shall be limited to one-page each. Provide the following information for each project:

a) Project name and client reference information
b) Total project value (cost and type of projects)
c) Bidder's contract value and duration of services
d) Bidder's Scope of Work (describe the types of projects, and the extent of responsibilities)

Work History with higher education or education institutions: List and briefly describe any past work history with higher education or educational institutions that reflect similar work that is being requested through this IFB, specifically Design-Build experience.

Work History with state or federal funded capital projects: List and briefly describe any past work history that utilize IBHE grants or similar funding sources in past projects.

3.1.2 Qualifications of Key Personnel *(Limit to 3 pages)***:**
Provide your Design-Build project staffing plan and a proposed organization chart illustrating the Bidder's "Key Personnel" proposed (including, without limitation, proposed subcontractors), their availability, and their duties and responsibilities. Include a brief description of their experience and qualifications for the proposed role.

Provide a one-page resume (can be double sided) for the key staff proposed (resumes are not part of the page three-page limit). Describe their experiences and qualifications on projects of similar size, scope and complexity.

Resumes shall include the following information:

a) First name, middle initial and last name
b) Business contact information
c) Position with firm
d) Years of Experience
e) Years of Experience with current Firm
f) Education, Training, and Certifications
g) Current Professional registration (as applicable)

3.1.3 Implementation Plan (Limit to 3 pages)**:**

Provide your strategy for the DB process including but not limited to design process, sustainability considerations, financial viability throughout the design process, value engineering, procurement, grant compliance, maintaining schedule, safety, executing construction, and closeout. Please include innovations you have employed on previous projects and lessons learned. Indicate whether the General Contractor intends to self-perform any work on the Project through a competitive process and, if so, the nature of the work and capability to self-perform.

Project schedule - Identify all key milestones, design phases, permitting, detailed construction activities, commissioning, purchase of long lead items and project close-out. The schedule should indicate the targeted permit application no later than April 2025, with a targeted substantial completion date of November 21, 2025. Bids demonstrating earlier substantial completion will be given favorable consideration, provided the proposed schedule is rational.

3.1.4 Design Approach (Limit to 2 pages)**:**
Prepare and include a design approach that illustrates the design team's vision for the creation of the Student Success Center. The submission should include illustrative materials such as conceptual ideas, diagrams, sketches, or other supporting visuals to effectively convey the proposed design approach. The design approach should reflect the design team's creativity and their understanding of the project parameters.

3.2 Target Project Cost

Bids shall include a detailed estimate of the target project cost. This shall include, but should not be limited to, distinct line items identifying costs for design phase, construction general conditions, general construction, overhead, and profit. The estimate shall be detailed in CSI format.

3.3 Additional Requirements:

a) Financial Statements - Provide 2022 & 2023 audited or reviewed financial statements. (Required at time of submittal)

b) Bid Bond – Each bidder shall provide a bid bond in the amount of 10% of their proposed total cost at the time of submission. Failure of Bidder to provide such bond with their submission shall be considered a non-responsive bid. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on it's Fee Proposal. The failure of the Bidder to list the name of the surety company on it's Fee Proposal shall be a non-responsive bid.

c) Required Forms-bids must contain the following completed forms:

- Required Form A - Form of Transmittal Letter
- Required Form B - Statement of Qualifications
- Required Form C - Statement of Business Organization
- Required Form D - Fees / Proposal Form

3.4 The IFB Submittal Process

All questions are to be submitted via email by Monday, January 6, 2025, no later than 5:00PM.

Bidder's response, which includes all required information as outlined above, is due no later than 2:00 PM (CDT) on Wednesday, January 15, 2025. Late responses will not be accepted.

Bids must be delivered in person by a company representative or courier between the hours of 9am and 2pm on Wednesday, January 15, 2025. The address for delivery is:

Columbia College Chicago
600 S. Michigan Ave
Chicago, IL 60605
8th Floor Procurement Conference Room

Bids should include 1 hard copy and 1 electronic copy on a thumb drive. Target Project Cost, Fee Proposal and Financials should be separate files on the thumb drive.

If it becomes necessary to revise or amend any part of this IFB, Columbia College Chicago will provide a revision by addendum and notify (via e-mail) all acknowledged document holders. It will be the responsibility of the Bidder to obtain all such addenda.

Bidders are to contact only the Columbia College Chicago Procurement representative concerning this IFB and should not rely on verbal representations, statements, or explanations other than those made in this document or in any written addendum.

All submissions are final and binding; however, Columbia reserves the right to request clarification and changes to any submission. Bids that do not include the information as requested in this section or are received after the due date will be deemed non-responsive and ineligible for consideration.

QUESTIONS SHOULD BE SENT VIA EMAIL TO: Procurementintake@colum.edu

IV. IFB EVALUATION CRITERIA

4.1 Evaluation Process

Columbia College Chicago intends to conduct a comprehensive and impartial evaluation of submissions received in response to this IFB. Columbia College Chicago will use an Evaluation Committee to review and evaluate the bids. In addition, bidders may be interviewed as part of the evaluation. At the conclusion of the evaluation process, the Evaluation Committee shall recommend the award be made to the Bidder whose submission is determined to be the most advantageous to Columbia College Chicago based on the bid and the outcome of the negotiation process.

Note: At the discretion of the College, a short-list may be established to make oral presentations prior to final selection.

Selection Schedule	
Bid Review and Determination of Shortlisted Firms	January 16-27, 2025
Notify Short Listed Firms	January 27, 2025
Interviews with Short Listed Firms	January 31 or February 3, 2025
Notice of Award	February 4, 2025
Agreement Execution	February 4-10, 2025

4.2 Evaluation Criteria

In evaluating the bids, Columbia College Chicago will consider the administrative compliance, Bidder responsibility and responsiveness. In addition, the selection of the Bidder may be based on criteria that include but are not limited to:

a. Design-Build experience, qualifications and performance on past projects of the same quality, complexity and size.

b. Reasonableness and competitiveness of Bidder's cost of services.

c. Completeness, thoroughness and detail of response as reflected by the bids coverage of all requirements as outlined herein.

d. Quality of Implementation Approach.

e. Quality of Design Approach.

The order of these criteria does not denote relative importance. The goal of this IFB is to select and enter into an Agreement with the Bidder(s) that will provide the best value for the Services to achieve Columbia's goals. Columbia College Chicago reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the best value.

V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This IFB does not represent a commitment or offer by Columbia College Chicago to enter into an agreement with a Bidder or to pay any costs incurred in the preparation of a response to this IFB. Columbia College Chicago also reserves the right to seek new submittals when such a request is in the best interest of Columbia College Chicago and to request additional information or clarification of information provided in the response without changing the terms of the IFB. The Bidder assumes the responsibility for all costs incurred in responding to this IFB. It is understood and agreed that Columbia College Chicago assumes no liability for the Bidder's costs incurred in responding to this IFB.

The Owner reserves the right to re-bid the work at the end of the Design / Preconstruction services in the event the project budget does not meet the Owner's goals.

The IFB and the selected Bidder's response to the IFB will, by reference, become a part of the final Agreement between the selected Bidder and Columbia College Chicago resulting from this solicitation process.

By submitting a bid, Bidder agrees to accept and abide by the terms of this IFB and Agreement. Columbia College Chicago reserves the right to reject any or all submittals without explanation, to waive any informality or irregularity, to accept any submittals which it may deem to be in the best interest of Columbia College Chicago. We are not bound to accept the lowest priced bid. Only submittals from those complying with the provisions of this IFB will be considered.

5.1 General Agreements

The successful Bidder hereby states that the amount or amounts set forth in its bid is, or are, correct and that no mistake or error has occurred in the bid or in the Bidder's computations upon which the bid is based. Submission of the bid indicates awareness and full acceptance of existing conditions by the Bidder.

5.2 Signing Forms

Bid forms must be properly completed, and the Form of Transmittal Letter (See REQUIRED FORM A) must be in the required form and signed by persons with the authority to bind the Bidder(s).

The bid and Form of Transmittal Letter shall show the present business address of the Bidder at which address communications shall be received and service of notices accepted.

5.3 Ownership of Bids

The timely submittals and any information made a part of the bids will not be returned to the sender. Columbia College Chicago reserves the right to retain all submittals and to retain any ideas in a submittal regardless of whether a Bidder is selected. Submittal of a response to this IFB indicates acceptance by the Bidder of the conditions contained within the IFB document.

5.4 Improper Practices

The Bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Columbia College Chicago who may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the IFB response selection process.

5.5 Interpretation

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFQ, Columbia College Chicago's decision shall be final.

5.6 Contract Term

This Contract will be for the duration of the project.

5.7 No Criminal/ Civil Liability and Not In Arrears Certification

Submission of a bid shall include a representation that neither the Bidder, nor any of its joint venture participants, partners, members, affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds an ownership interest in the Bidder's organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.

5.8 Insurance Requirements

At all times during the term of the Agreement and during the time period following final completion if the Bidder is required to return and perform any additional work, Bidder is required to maintain the minimum insurance coverage and requirements specified insuring all operations related to the Agreement. Columbia College Chicago reserves the right to modify insurance requirements based on the nature of the services rendered or the projects required under the Agreement.

5.9 Rejection of Bids

Bids that do not comply with the submittal requirements of the IFB, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. Columbia College Chicago, however, reserves the right to waive any or all informalities when it considers a waiver to be in its best interest.

In addition to all other basis for rejection, any Bidder found to have falsified any information to Columbia College Chicago in relation to this or any other procurement may be rejected.

5.10 Confidentiality

Except with the Columbia College Chicago's approval, the Bidder shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than Columbia College Chicago or its designated representatives, any non-public information which it may have obtained during the IFB process concerning any matter relating to the work or regular business of Columbia College Chicago.

REQUIRED FORM A – FORM OF TRANSMITTAL

Date:

Columbia College Chicago

600 South Michigan Ave

Chicago, Illinois 60605

On behalf of_____(Full legal name of Bidder), I submit with this letter its response to Columbia College Chicago's: _____ (project title)

In this connection, I state the following:

1. I have full authority to bind Bidder with respect to this response and any oral or written presentations and representations made to Columbia College Chicago.
2. I have read and understand this document and am fully capable and qualified to provide the goods and/or services as described within.
3. I understand that Columbia College Chicago will rely on my firms' response to this solicitation and I agree to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
4. I agree to hold my response open for a period of 90 days from the date and time established for notification of award, and, if requested by Columbia College Chicago, for an additional 30 days thereafter.
5. If requested by Columbia College Chicago, Bidder agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist Columbia College Chicago in evaluating its response.
6. Bidder understands that Columbia College Chicago will rely upon the material representations set forth in this document & response and that Bidder has a continuing obligation to update any information which changes or which Bidder learns to be incorrect.
7. If selected by Columbia College Chicago, Bidder agrees to enter into contract negotiations with the College.

Signed: _____

Typed Name: _____

Title: _____

REQUIRED FORM B – BUSINESS ORGANIZATION

Company Name

CEO/President

Address

City ST ZIP Code

Phone Email Address

The number of consecutive years that Company has been engaged in the business under the present firm name_____.	
Date when the business was organized_____.	State of Incorporation_____.
The number of employees_____.	Provide the overall ration of managers to personnel_____.

Project Contact Name

Title

Phone Email Address

Supplier Diversity Profile: (if applicable)

	Minority		Women
	Veteran		Disabled
	LGBT		Alumni

If Certified, please provide name of certifying agency:

Please provide copy of certification(s).

REQUIRED FORM C – QUALIFICATIONS

1. Provide three (3) professional references, similar in scope, who may be contacted for verification of professional qualifications:

Reference #1	
Company Name	
Contact Name/Title	
Contact Email	
Relationship Length	
Date of Services	_____ to_____
Description of Services	

Reference #2	
Company Name	
Contact Name/Title	
Contact Email	
Relationship Length	
Date of Services	_____ to_____
Description of Services	

Reference #3	
Company Name	
Contact Name/Title	
Contact Email	
Relationship Length	
Date of Services	_____ to_____
Description of Services	

2. Has the Bidder previously worked with Columbia College Chicago? Yes or No

   If yes providedetails.

3. Has Bidder ever refused to sign a contract? Yes or No At the original price? Yes or No
If yes to either question, provide details.

4. Has Bidder ever been terminated for cause?_____If yes, provide details.

5. Has Bidder ever defaulted on a contract?_____If yes, provide details.

6. Has Bidder or any related or affiliated entity ever been adjudged bankrupt, been subject to a receivership or an order of reorganization, or other similar action involving the rights of creditors against Bidder? If yes, provide details.

7. Is Bidder or any related or affiliated entity at this time subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief? If yes, provide details.

8. Detail any criminal or civil investigation or pertinent litigation pending or that has concluded within the last three (3) years against Bidder's organization or individuals within the organization.

REQUIRED FORM D – FEES AND PROPOSAL

PROJECT DESCRIPTION: DESIGN-BUILD SERVICES FOR STUDENT SUCCESS CENTER, 1ST FLOOR AT 33 E IDA B WELLS DRIVE

Design-Build – Design & Preconstruction Services

Bids shall be prepared using a Guaranteed Maximum Price (GMP) cost model broken down by discipline. All submittals are final and binding; however, Owner reserves the right to request clarification and changes to any bid.

Schematic Design Services: $_____

Design Development Services: $_____

Construction Document Services: $_____

Contractor's Pre-Construction Services: $_____

Reimbursable Expenses: $_____

Long Lead Item costs: $_____

Total Design-Build – Design & Preconstruction GMP: $_____

Target Project Budget: $_____

Proposing team believes that the Project can be designed and constructed for the Target Project Budget.

The target budget includes all costs including Direct Costs, general conditions expenses, the Contractor's Design Fee and Construction Fee and Insurance Costs.

Project Design-Build Budget: $ 4.65M
D/B Construction Fee as a percentage of Direct Costs of the Work: _____%
Insurance on construction percentage: _____%
Bond percentage: _____%
Surety Company: _____
Contingency percentage: _____%
Staff percent estimate/budget percentage: _____%
Permit percent estimate: _____%
Percentage markup is to be applied to the Direct Costs of construction of the entire Project and will be incorporated into the Design-Build Agreement guaranteed maximum price contract. For additional information refer to the standard Design-Build Agreement and Columbia General Conditions.

Time of Completion

The undersigned will complete all work under the contract within _____ consecutive calendar days from receipt of Notice to Proceed through Permit Submission.

Proposed Contract Start Date: _____

Proposed Design Completion Date: _____

The following individuals will make up the Design-Build project team:

Project Executive _____

Project Manager _____

Project Engineer _____

Superintendent _____

Project Architect _____

Design Project Manager_____

Other _____

Addenda

The undersigned hereby acknowledges receipt of Addendum No._____through Addendum No._____.

Addendum Number:	Dated:	Description:

_____
Firm Name

_____
Illinois Contractor License #

_____
Signature of Authorized Representative

_____
Title

_____
Date

DESIGN-BUILD AGREEMENT

DRAFT

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the _____ day of _____ in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Columbia College Chicago
600 S. Michigan Avenue
Chicago, IL 60605

and the Design-Builder:
(Name, legal status, address and other information)

"Architect" refers to the following licensed Design Professional:

for the following Project:
(Name, location and detailed description)

Renovation Project

The Owner and Design-Builder agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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TABLE OF ARTICLES

TABLE OF EXHIBITS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

List Program Documents

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

The Owner's Program includes an interior renovation and compliance with the applicable federal grant and procurement requirements. The Program also includes:

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

« »

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

« »

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.) *NOT TO EXCEED $*
$4,650,000
.00

§ 1.1.7 The Owner's design and construction milestone dates:

Schedule to be attached as part of Exhibit A.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect/Engineer shall be a licensed design professional in the State of Illinois

« »

.2 Consultants

« »

.3 Contractors

« »

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

TBD pending award.

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

« »

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 14.4

[X] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder; however, the Owner is an intended third-party beneficiary of the contract between Design-Builder and the Architect and an intended third-party beneficiary of the subcontracts between Design-Builder and any trade contractors.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials. The Instruments of Service are a "work for hire" and therefore, following payment by the Owner for the Instruments of Service delivered at each stage, owned by the Owner. The Design-Builder, Contractor(s), Architect and Consultants are given an irrevocable and non-exclusive license to use the Instruments of Service.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner and the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows: TO BE DETERMINED:
(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

« »

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 No interest (0% interest) shall be payable by the Owner under the Agreement. All payments are to be handled in accordance with the Illinois Local Government Prompt Payment Act and subject to the receipt by Owner

of all required documentation, including but not limited to lien waivers, certified payroll or an explanation of exemption, record drawings, etc

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located and shall review and comply with the state and federal requirements of the grant, found in Exhibit A, in preparing its proposal.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

.1 Work completed for the period;

.2 Project schedule status;

.3 Submittal schedule and status report, including a summary of outstanding Submittals;
.4 Responses to requests for information to be provided by the Owner;
.5 Approved Change Orders and Change Directives;
.6 Pending Change Order and Change Directive status reports;
.7 Tests and inspection reports;
.8 Status report of Work rejected by the Owner;
.9 Status of Claims previously submitted in accordance with Article 14;
.10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
.11 Current Project cash-flow and forecast reports; and
.12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

.1 Design-Builder's work force report;
.2 Equipment utilization report; and
.3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule to be attached hereto as Exhibit B. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications where it is reasonable so to do. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal. The Owner's approval is only for general conformance with its anticipated outcomes and not for any purpose concerning the safety of the design, the

components, or the methods to be used and all such obligations for design and safety remain with the Design-Builder.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that the designs shall meet the standard of care for such engineering services and shall meet all applicable statutory and regulatory requirements of all authorities with jurisdiction, and that the materials and the equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

To the fullest extent permitted by law, the Design-Builder shall waive any right of contribution against the Owner and agrees to defend, indemnify, and hold harmless the Owner, and each of its members, directors, officers, officials, employees, volunteers, and agents (collectively all of the foregoing entities and persons are referred to as the "Indemnitees") from and against all claims, actions, damages, losses, and expenses incurred to third parties including but not limited to legal fees (including attorney's and paralegals' fees and court costs), related to or arising from the Design-Builder's operations or its performance of the Work of the Contract provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use therefrom or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property (ii) and, only to the extent such liabilities, damages, losses, and expenses are caused by any wrongful or negligent act or omission of the Design-Builder, or any Contractor or subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Nothing herein shall be construed to require the Design-Builder to indemnify any indemnitee for that indemnitee's own negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which Indemniteees would otherwise have The Design-Builder shall similarly defend, indemnify and hold harmless Indemnitees against and from any and all

claims, actions, damages, losses, costs and expenses including but not limited to legal fees, incurred by reason of Design-Builders' breach of any of its obligations under, or Design-Builders' failure to perform the Work in accordance with any provision of the Contract. The indemnification obligations under this paragraph shall not be limited to in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation or Disability Acts or Employee Benefits Acts.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Design-Builder, its Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Architect for its approval or review.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance.

Professional Liability Insurance

DESIGN-BUILDER shall obtain and maintain, at his own expense, DESIGN-BUILDER's professional liability insurance in the amount of at least One Million Dollars ($1,000,000.00) (including contractual liability coverage subject to a professional services exclusion with all coverage retroactive to the earlier date of this Agreement of the commencement of DESIGN-BUILDER's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed $50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment. Proof in the form of express policy terms or an endorsement that DESIGN-BUILDER's consulting opinions are covered by completed products operations coverages in these amounts will be accepted.

Liability Insurance

A. Commercial General and Umbrella Liability Insurance

DESIGN-BUILDER shall maintain commercial general liability (CGL) with a limit of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent DESIGN-BUILDERs, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

OWNER shall be included as an insured under the CGL, using ISO additional insured endorsement on both ISO CG 2010 (10 01) and CG 2037 (10 01) endorsement forms or endorsement(s) that provide equivalent coverage, and under the umbrella. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance afforded to OWNER. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. Business Auto (if applicable) and Umbrella Liability Insurance

DESIGN-BUILDER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 120, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

DESIGN-BUILDER shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease.

D. Excess or Umbrella Liability insurance coverage with limits of not less than $5,000,000 per Occurrence and Aggregate over all underlying insurance required herein.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, DESIGN-BUILDER shall furnish OWNER with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to OWNER prior to the cancellation or material change of any insurance referred to therein. .

Failure of OWNER to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of OWNER to identify a deficiency from evidence that is provided shall not be construed as a waiver of DESIGN-BUILDER's obligation to maintain such insurance.

OWNER shall have the right, but not the obligation, of prohibiting DESIGN-BUILDER from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by OWNER.

Failure to maintain the required insurance may result in termination of this contract at OWNER's option.

2. Acceptability of Insurers

All insurance companies shall be licensed to do business in the State of Illinois. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition

of the A.M. Best's Key Rating Guide (unless approved in writing by the OWNER). If the Best's rating is less than A VII or a Best's rating is not obtained, the OWNER has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If DESIGN-BUILDER's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the OWNER. At the option of the OWNER, DESIGN-BUILDER may be asked to eliminate such deductibles or self-insured retentions as respects the OWNER, its officers, officials and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors/Consultant

DESIGN-BUILDER shall cause each consultant employed by DESIGN-BUILDER to purchase and maintain insurance of the type specified above. When requested by the OWNER, DESIGN-BUILDER shall furnish copies of certificates of insurance evidencing coverage for each consultant.

6. Miscellaneous Insurance Provisions

Under no circumstances shall the OWNER be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

(a) allowing any work to commence by DESIGN-BUILDER before receipt of certificates of insurance;

(b) failing to review any certificates of insurance received from DESIGN-BUILDER;

(c) failing to advise DESIGN-BUILDER that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

DESIGN-BUILDER agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the OWNER.

Nothing contained in this Contract is to be construed as limiting the liability of DESIGN-BUILDER. The OWNER does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the OWNER, or DESIGN-BUILDER, but are merely minimums. The obligations of DESIGN-BUILDER to purchase insurance shall not, in any way, limit its obligations to the OWNER in the event that the OWNER should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by DESIGN-BUILDER's insurance.

In the event DESIGN-BUILDER fails to furnish and maintain the insurance required by this Contract, the OWNER, upon 7 days written notice, may purchase such insurance on behalf of DESIGN-BUILDER, and DESIGN-BUILDER shall pay the cost thereof to the OWNER upon demand or shall have such cost deducted from any payments due DESIGN-BUILDER. DESIGN-BUILDER agrees to furnish to the OWNER the information needed to obtain such insurance.

All insurance provided by DESIGN-BUILDER shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.1.3 If required, the Owner will furnish a survey. As pertinent to it's work, the Design-Builder shall confirm the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Design-Builder shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

« »

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;

.2 Site plan;

.3 Building plans, sections and elevations;

.4 Structural system;

.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and

.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;

.3 The proposed date the Design-Builder shall achieve Substantial Completion;

.4 An enumeration of any qualifications and exclusions, if applicable;

.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and

.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has reviewed the state and federal requirements of grant (see Exhibit A) and visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.2.5 The Design-Builder shall take every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Design-Builder shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Design-Builder shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Design-Builder, shall be paid by Design-Builder.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Design-Builder shall also comply with the federal procurement requirements associated with the grant funding this project, including but not limited to, compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

The federal procurement requirements are attached hereto as Exhibit _A____

§ 5.3.4 The Design-Builder shall maintain harmonious labor relations on the job site. If a labor problem arises or any person employed by the Design-Builder on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 5.3.5 In the event of a labor dispute caused by the actions of the Design-Builder, resulting in a slow-down or in the cessation or suspension of work, the Design-Builder shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 7.2.2. shall not apply. Instead, the Design-Builder shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Design-Builder shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Design-Builder shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

§ 5.4 Taxes

The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. The Owner's exemption identification number issued by the Illinois Department of Revenue is _____. Any taxes for which the Owner is not exempt shall be paid by the Design-Builder.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14. Design-Builder waives its right under the Illinois Public Construction Contract Act to stop the progress of the work while the parties resolve the adjustment to be made, if any.

§ 5.5.4§ 5.5.3 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas authorized by the Owner and permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.11.3. The Design-Builder shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to City patrons.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's

compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.6

§ 6.3.7.1 For any adjustments to the Contract Sum based on other than the unit price method, overhead, profit, and general conditions combined shall be calculated at the following percentages of the cost attributable to the change in the work:

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors the markup is to equal the DB fee of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.

.5 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any

Overhead and profit charges referred to above will constitute full reimbursement for all costs of field and office supervision, field and main office expense, premium on bonds, small tools, and incidental job burdens, general building and excess liability

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control. The furnishing of surveys by the Owner is not a guarantee of the accuracy of the information contained therein, and shall not relieve the Design-Builder from its duties under the Contract Documents in general. The submission of a proposal for the Work implies that the Design-Builder has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the surveys.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof where it is reasonable so to do. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Article 16.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, or for any safety related matters, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work or the safety of any methods or techniques being used on the site. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Owner's rights under this Section 7.9 for Design-Builder's deficiencies in the Work are not Owner's sole remedies, but are cumulative and may be exercised along with any other rights of Owner as permitted by law. For this contract, a labor dispute shall be defined as any slow-down or

cessation of work. In the event of a labor dispute which results in a slow-down or cessation of work, the notice provisions of this Section shall not apply, but shall be governed by Section 5.3.6.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarizedand supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within ten business days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** defective Work, including design and construction, not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- **.3** failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event

more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the

Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in

such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 The final payment by Owner shall not relieve the Design-Builder of the responsibility for the correction of any and all defects in the work performed. Design-Builder shall correct all defects as notified for the applicable warranty period after final payment.

§ 9.10.4 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed to have performed a work-for-hire and the Owner shall retain all common law, statutory and other reserved rights, including copyrights in the Instruments of Service, including the Drawings and Specifications. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Owner. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall have a non-exclusive and unlimited license to use the Instruments of Service for purposes associated with the work of the Owner.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than ten days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than ten days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or

employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;

.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages

exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

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

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. The Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 14.2.6 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. This Contract is nonassignable in whole or in part by Design-Builder, and an assignment shall be void without the prior written consent of Owner, which consent shall not be unreasonable withheld. The Design-Builder shall not assign any part of this Contract, or award any work under this Contract to any party without prior written approval from the Owner.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.5.7 Retests. The cost of a retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.1 Owner's Insurance

§ 16.1.1 Owner shall maintain its usual insurance for liability for claims which may arise from operations under the Contract and that will protect the Owner from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom.

§ 16.1.2 The Owner shall maintain builder's risk property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. The Owner's insurance obligations under this paragraph may be satisfied by participation in established programs of self-insurance or membership in an insurance pool.

§ 16.2 Performance And Payment Bond

§ 16.2.1 The Design-Builder, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

§ 16.2.2 The Design-Builder shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Design-Builder shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 16.2.3 The Design-Builder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 16.2.4 Whenever the Design-Builder shall be and is declared by Owner to be in default under the Contract, the Surety and the Design-Builder are each responsible to make full payment to the Owner or any and all extra Work incurred by the Design-Builder as a result of the Design-Builder's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Design-Builder's default, and in protecting Owner's rights under the Agreement to remedy Design-Builder's default.

§16.2.5 The Design-Builder shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Design-Builder or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

ARTICLE 17 MISCELLANEOUS

§17.1 Design-Builder agrees that all services and work performed under this Agreement are being performed as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Design-Builder, Design-Builder's employees, subcontractors, subcontractors' employees or any person supplied by Design-Builder in the performance of Design-Builder's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Design-Builder and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Design-Builder from its subcontractors, if any, on behalf of Owner.

§17.2 Retention of Records. Design-Builder shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law.

§17.3 Subcontracts The Design-Builder shall insert into all subcontracts the sections herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

§17.4 General Compliance with Laws Design-Builder shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement and the federal procurement requirements found in Exhibit _____.

§17.5 Headings The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

§17.6 General procurement standards.

(a) ***Documented procurement procedures.*** The Design-Builder shall assist the Owner in complying with documented procedures that are consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** The Design-Builder shall assist the Owner in providing oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(d) ***Avoidance of unnecessary or duplicative items.*** The Design-Builder shall assist the Owner in avoiding the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.

(f) ***Use of excess and surplus Federal property.*** The Design-Builder is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(h) ***Responsible contractors.*** The Design-Builder acknowledges that the Owner must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract and shall consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(I) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located.

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

§ 17.7 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the Design-Builder should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 17.8 Domestic preferences for procurements.

(a) The Design-Builder should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 17.9 Bonding requirements.

For every package bid by the Design-Builder, the Design-Builder shall secure:

(a) A bid guarantee from each bidder equivalent to ten percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

ARTICLE 18 SCOPE OF THE AGREEMENT

§ 18.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder

.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment.

.3 Set forth in the Proposal dated August 7, 2023

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Exhibit A

Additional Contract Provisions – State and Federal Requirements

Construction Projects

Funds used for payment of this Agreement are subject to reimbursement by state grant funds under the Illinois Board of Higher Education (IBHE) Independent Colleges Capital Investment Grant Program. This funding source requires additional contractual obligations and Owner and Design-Builder hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. Part 200, Appendix II. These terms supplement the General Provisions.

I. **Federal Provisions**

A. **Remedies.** In the event of a breach by Design-Builder of any term or provision of this Agreement, the Owner shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Design-Builder of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Design-Builder shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Equal Employment Opportunity.** During the performance of this Agreement, Design-Builder agrees as follows:

1. The Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Design-Builder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Design-Builder's legal duty to furnish information.
4. The Design-Builder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design-Builder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Design-Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Design-Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Design-Builder 's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Design-Builder will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Design-Builder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Design-Builder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

The Design-Builder further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The Design-Builder agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Design-Builder further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Design-Builder agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Design-Builder under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Design-Builder; and refer the case to the Department of Justice for appropriate legal proceedings.

C. **Clean Air Act and the Federal Water Pollution Control Act**.

1. Clean Air Act (42 U.S.C. 7401–7671q).
    a. The Design-Builder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    b. The Design-Builder agrees to report each violation of the Clean Air Act to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to IBHE, and the appropriate Environmental Protection Agency Regional Office.
    c. The Design-Builder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part under this Agreement.
2. Federal Water Pollution Control Act (33 U.S.C. 1251–1387).
    a. The Design-Builder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
    b. The Design-Builder agrees to report each violation of the Federal Water Pollution Control Act to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to IBHE, and the appropriate Environmental Protection Agency Regional Office.
    c. The Design-Builder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part under this Agreement.

D. **Debarment and Suspension.** Design-Builder certifies that it, nor any of its principals or affiliates, is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 C.F.R. 200.205(a)), or by the state (30 ILCS 708/25(6)(G)). The Design-Builder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Agreement. The Design-Builder further agrees to include a provision requiring such compliance in subcontracts.

E. **Conflict of Interest.** The Design-Builder agrees to immediately disclose in writing any potential or actual conflict of interest to Owner. In addition, Design-Builder shall be in full compliance with all conflict of interest requirements, including those contained in 2 CFR 200.113, 2 C.F.R. 200.318, and 30 ILCS 708/35.

F. **Byrd Anti-Lobbying Amendment.** Design-Builder certifies that it will not use and has not used funds under this Agreement to influence or attempt to influence an

officer or employee of any government agency or a member or employee of the state or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement.

Additionally, Design-Builder certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable. All subcontractors are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 C.F.R. Part 200, Owner must forward all disclosures by contractors regarding this certification to IBHE .Design-Builder warrants and certifies that it and, to the best of its knowledge, its subcontractors have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the state, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former state employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

G. **Contract Work Hours and Safety Standards Act.** The Design-Builder shall comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Design-Builder shall insert the above clauses into any subcontracts.

H. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the Design-Builder and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. **Davis-Bacon Act.** All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Design-Builder shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable. In accordance with the statute, Design-Builder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

II. Additional Requirements of IBHE

A. **Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP).** For this project Owner has agreed to endeavor to meet a goal of at least 20 percent of the grant funds being awarded to minority and woman owned businesses, with at least 13 percent being awarded to businesses owned by minority persons or persons with disabilities and at least 7 percent being awarded to woman owned businesses. Owner has agreed to coordinate the meeting of these goals and to provide documentation of its good faith efforts to meet those percentages in the event that the goals are not met. IBHE will be rigorous in assessing Owner's good faith efforts if goals are not met.

B. **Illinois Works Jobs Program Act Apprenticeship Initiative (30 ILCS 559/20-20).** The Illinois Works Jobs Program Act Apprenticeship Initiative goal for this project is that apprentices will perform either 10 percent of the total labor hours actually worked in each prevailing wage classification or 10 percent of the estimated labor hours in each prevailing wage classification, whichever is less. Owner is required to report to IBHE a complete and thorough estimate of all the labor hours for the project, broken down by prevailing wage category. IBHE also requires Owner to submit quarterly reports of the hourly workforce utilization including all apprenticeship hours using the Illinois Works Apprenticeship Initiative Periodic Reporting Form.

Exhibit 1 –

Department of Labor-Prevailing Wage Determination

"General Decision Number: IL20240009 12/06/2024

Superseded General Decision Number: IL20230009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

1	02/09/2024
2	02/23/2024
3	06/14/2024
4	07/05/2024
5	07/12/2024
6	07/26/2024
7	08/30/2024
8	09/27/2024
9	10/04/2024
10	10/18/2024
11	11/15/2024
12	12/06/2024

ASBE0017-001 06/01/2024

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	$ 55.02	35.75
Fire Stop Technician	$ 44.02	32.76
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems	$ 41.27	32.76

BOIL0001-001 05/01/2021

	Rates	Fringes
BOILERMAKER	$ 52.61	33.07

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER	$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason	$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 44.38	25.84
TILE FINISHER	$ 38.56	22.10
TILE SETTER	$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes

MARBLE FINISHER.....$ 33.95 26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker	$ 45.42	24.06

CARP0555-001 06/01/2022

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER		
Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer		
Building	$ 52.01	38.85
Heavy & Highway	$ 52.01	38.85

CARP0555-002 10/01/2023

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER	$ 45.61	35.31

ELEC0009-003 05/26/2024

	Rates	Fringes
Line Construction		
Groundman	$ 48.44	60.05%
Lineman and Equipment Operator	$ 62.10	60.05%

ELEC0134-001 06/03/2024

	Rates	Fringes
ELECTRICIAN	$ 55.55	41.57

ELEC0134-003 06/03/2024

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN	$ 49.86	30.05

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data appatatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and

electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidential conduit.

ELEV0002-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 67.84	37.885+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

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* ENGI0150-006 06/01/2024

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 60.80	49.20
GROUP 2	$ 59.50	49.20
GROUP 3	$ 56.95	49.20
GROUP 4	$ 55.20	49.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36"" and Over)*; Roto Mill Grinder (Less Than 36"")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power

Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional $.50 per hour); Winch Trucks with ""A"" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3"" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

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* ENGI0150-025 06/01/2024

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 59.00	49.20
GROUP 2	$ 58.45	49.20
GROUP 3	$ 56.40	49.20
GROUP 4	$ 55.00	49.20
GROUP 5	$ 53.80	49.20

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and

over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2024

	Rates	Fringes
IRONWORKER		
Sheeter	$ 59.51	45.10
Structural and Reinforcing	$ 59.26	45.10

IRON0063-001 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 57.51	42.81

IRON0063-002 06/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 51.00	32.81

IRON0136-001 07/01/2024

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Machinery Erectors	$ 51.00	43.94
Master Riggers	$ 53.50	43.94

LABO0002-006 06/01/2022

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.40	33.16
GROUP 3	$ 47.48	33.16
GROUP 4	$ 47.50	33.16
GROUP 5	$ 47.55	33.16
GROUP 6	$ 47.60	33.16
GROUP 7	$ 47.63	33.16
GROUP 8	$ 47.73	33.16
GROUP 9	$ 47.75	33.16
GROUP 10	$ 47.85	33.16
GROUP 11	$ 47.68	33.16
GROUP 12	$ 48.40	33.16

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2022

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.48	33.16
GROUP 3	$ 47.55	33.16
GROUP 4	$ 47.68	33.16
GROUP 5	$ 47.40	33.16

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2022

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS	$ 48.40	33.16
16 - 20 POUNDS	$ 48.90	33.16
21 - 26 POUNDS	$ 49.40	33.16
27 - 33 POUNDS	$ 50.40	33.16
34 - AND OVER	$ 51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.53	33.16
GROUP 3	$ 47.63	33.16
GROUP 4	$ 47.75	33.16
GROUP 5	$ 47.40	33.16

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2022

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1	$ 42.40	33.16
GROUP 2	$ 47.40	33.16
GROUP 3	$ 47.40	33.16

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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PAIN0014-001 06/01/2024

	Rates	Fringes
PAINTER (including taper).....	$ 53.05	33.91

PAIN0027-001 06/01/2024

	Rates	Fringes
GLAZIER.....	$ 51.55	44.09

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	$ 42.25	26.65

* PLAS0502-001 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 52.00	42.08

PLUM0130-001 06/01/2024

	Rates	Fringes
PLUMBER.....	$ 58.55	37.32

PLUM0597-002 06/01/2023

	Rates	Fringes
PIPEFITTER.....	$ 55.00	38.62

ROOF0011-001 06/01/2024

	Rates	Fringes
ROOFER.....	$ 50.25	29.38

SFIL0281-001 07/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	$ 60.10	35.35

SHEE0073-001 06/01/2022

	Rates	Fringes
Sheet Metal Worker.....	$ 49.10	42.91

SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	$ 31.32	37.02

TEAM0731-001 06/01/2024

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes

TRUCK DRIVER
2 or 3 Axles.....$ 43.45 29.49
4 Axles.....$ 43.70 29.49
5 Axles.....$ 43.90 29.49
6 Axles.....$ 44.10 29.49

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional $1.50 per hour
Health and Welfare: $448.80 per week
Pension: $562.80 per week

TEAM0731-002 04/01/2023

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment	$ 40.10	20.95

TEAM0786-001 06/01/2024

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER 2 & 3 Axles	$ 52.05	0.25+a
4 Axles	$ 52.31	0.25+a
5 Axles	$ 52.53	0.25+a
6 Axles	$ 52.74	0.25+a

FOOTNOTES:

a. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy work classification is an additional $1.50 per

hour.
Health and Welfare: $433.00 per week
Pension: $400 per week.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Exhibit 2 –

IBHE Illinois Works Apprenticeship Initiative Periodic Reporting Form

Illinois Works Apprenticeship Initiative
Periodic Grantee Report

Organization Name		FEIN Number		DUNS Number	
Grant Awarding Agency		Project Start Date		Project End Date	
Grant Number		Estimated Total Project Costs		Estimated Total State Contribution	

Reporting Period: Period Start Date _____ Period End Date _____

Applicable Apprenticeship Goal (Select all that apply):

☐ 10% total project cost ☐ 10% total state contribution only

☐ Waiver Approved by IL DCEO IL DCEO Waiver Approval Date _____

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO IL DCEO Reduction Approval Date _____

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage		Prevailing Wage Classification	Reduced Percentage

Illinois Works Apprenticeship Initiative
Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project.
Provide information for only thestate contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprentice-ship Hours for Classification in Reporting Period	% of Apprentice-ship Hours	Total Hours for Classification YTD	Total Apprentice-ship Hours YTD	% of Apprentice-ship Hours YTD	If no apprenticeship hours recorded, explain.

Organization Certification and State Agency Acknowledgement

1. **Organization Certification:**

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Title

Signature:

Date/Time Field

Exhibit 3 –

IBHE Illinois Works Budget Supplement Form

STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS

Grantee Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; **and** (2) the prevailing wage classifications and estimated hours are known **(only required if the estimated total project costs are over $500,000)**. *See* Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.*

Part I. Organization and Project Information

Organization Name		NOFO Number (if known)	
Grant Number (if known)		Grant Term (if known)	
Project Description			
Estimated Total Project Cost		Estimated Project Term	

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total $500,000 or more**:

☐ Yes ☐ No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

*For grants with an estimated total project cost of $500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2 as applicable:

1. For projects estimated to receive $500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than $500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:

☐ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)

☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)

☐ the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

☐ Will fully comply with the 10% apprenticeship goal.

☐ Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

☐ Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

☐ Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

C. Complete this chart, below to provide the total hours estimated for work on the project for each prevailing wage classification as directed in Part III.A, above.

Prevailing wage classifications and rates can be found from the Illinois Department of Labor. Please visit https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx for rate and classification information.

County

Prevailing Wage Classification	Estimated Total Hours

Part IV. Organization Certification and State Agency Acknowledgement

1. **Organization Certification:**

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

2. **State Agency Acknowledgement:**

State Agency

Printed Name

Title

Signature:

Date/Time Field

State Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at **CEO.ILWorks@illinois.gov**. If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.

Exhibit 4 –

IBHE BEP Act Utilization Form

ILLINOIS BOARD OF HIGHER EDUCATION

Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP)
Grantee Utilization Form

Grantee Name: _____

IBHE Grant #: _____

Grant Amount: _____

GOALS: Please be advised that the Business Enterprise for Minorities, Women and Persons with Disabilities Act (BEP) establishes a goal of at least 20% of the total dollar amount of State construction contracts to be awarded to minority (MBE), woman (WBE), and persons with disabilities (DBE) owned businesses: 13% to businesses owned by minority persons or persons with disabilities and 7% to female owned businesses.

INSTRUCTIONS: The Grantee shall include below the names of certified MBE/DBE and or WBE which will perform at least the percentage of the work specified in the goals statement (see above) and the proposed dollar value of subcontract (percentage values are not acceptable.)

GRANTEE'S MBE/DBE/WBE SUBCONTRACTOR/SUPPLIER FIRMS, INCLUDING ADDRESS AND TELEPHONE #, TO BE UTILIZED IN REGARD TO THIS GRANT.

(Attach additional sheet if necessary)

	Name of MBE/DBE/WBE Firm Address City State Zip	Proposed $ Value of Subcontract	Telephone Number	MBE/FBE Denotation and Certifying Agency
1.				☐ MBE ☐ WBE ☐ DBE Certifying Agency Name:
2.				☐ MBE ☐ WBE ☐ DBE Certifying Agency Name:
3.				☐ MBE ☐ WBE ☐ DBE Certifying Agency Name:
4.				☐ MBE ☐ WBE ☐ DBE Certifying Agency Name:
5.				☐ MBE ☐ WBE ☐ DBE Certifying Agency Name:

The Grantee represents to IBHE that, to the best of its knowledge and belief:

1. Each of the subcontractors and suppliers listed above qualifies under the provisions and definitions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act.

2. The subcontract(s) which will be executed by the bidder for the first level subcontractors and suppliers if the bidder is awarded this contract will meet or exceed the specified MBE/DBE/WBE goals and will comply with all provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act.

Grantee Authorized Signature _____ Date _____

Typed/Printed Name _____

SIGNATURE IS REQUIRED

Exhibit 5 –

IBHE BEP Waiver Good Faith Effort Documentation Checklist

GOOD FAITH EFFORT DOCUMENTATION CHECKLIST

When submitting a request for a waiver of goals, the following documentation showing the grantee's good faith effort to utilize minority and women business enterprises (MBE/WBE) **must** be included:

1) All information indicating why the specified goal cannot be met.

2) A list of all MBE/WBE firms the grantee has used in the current and prior fiscal years, if available. The fiscal year runs from July 1 until June 30.

3) A list of all certified MBE/WBE firms eligible to perform the work, if available. Only certified eligible firms identified by The Commission on Equity & Inclusion's Business Enterprise Program will be accepted.

4) A clear determination that the number of certified MBE/WBE firms eligible to perform the work is insufficient to ensure adequate competition.

5) Demonstrated proof that the MBE/WBE firms' prices were excessive or unreasonable, if available.

6) A list of all MBE/WBE firms contacted, including documentation from those firms. Documentation shall include, when applicable:
   a. A log of telephone contact including date and time of call, telephone number, name of person called, and the outcome of the call;
   b. Copies of written or electronic email correspondence showing the date, postal or email address, name of person contacted, and subsequent correspondence that reflects the outcome.

7) Copies of all solicitation letters or electronic email correspondence to MBE/WBE firms. Letters shall contain, at a minimum:
   a. Project title and location;
   b. Classification of work items for which quotations are requested;
   c. Date, time, and place quotations are due; and
   d. Returnable acknowledgment of the solicitation.

8) All other evidence of good faith efforts made by the grantee to secure eligible MBE/WBE firms to meet the specified goal including documentation that demonstrates the following:
   a. A reasonable number of MBE/WBE firms were contacted.
   b. The work selected by the grantee for allocation to MBE/WBE firms was selected in order to increase the likelihood of achieving the specified goal.
   c. The grantee negotiated, in good faith, with the potential MBE/WBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors

and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited, if available.

d. The MBE/WBE firms were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities, if available.
e. The grantee engaged with Fair Employment Practices (FEP) staff for assistance in its efforts to achieve the specified participation.

9) All actions taken to solicit MBE/WBE firms both pre-bid opening date and post-bid opening date.

10) A revised BEP Utilization Plan if the MBE/WBE participation increases.

11) Other relevant information in support of the waiver request.

FEP will consider all evidence of good faith efforts made by the grantee to secure eligible MBE/WBE firms to meet the specified goal, including, but not limited to, whether diligent efforts were made to identify and solicit eligible MBE/WBE businesses.