



**ROCKFORD BOARD OF EDUCATION
REQUEST FOR QUALIFICATIONS ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES
FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

RFQ No. **23-41 Architectural Services**

DATE: **Thursday, February 23, 2023**

PROPOSALS WILL BE RECEIVED UNTIL: **THURSDAY, MARCH 16, 2023 AT 2:00 P.M. (CDST or CST)**

RE: Request for Qualifications No. 23-41 Architectural Services. The purpose of this Request for Proposal is to solicit proposals for architectural services.

RFQ Opening: **Thursday, March 16, 2023 at 2:00 PM (CST) Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

If you plan to hand deliver your RFQ submission on the due date, please note you must check in on the 1st floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.

Copies of the RFQ documents are available from Bonfire <https://rps205.bonfirehub.com/portal/?tab=openOpportunities> or by download from the District's Purchasing Bids-RFPs webpage at <https://www.rps205.com/community/vendors>.

Refer all questions relative to the RFQ, terms, conditions and specifications to the Director of Purchasing in writing (including via email at PurchasingDeptStaff@rps205.com) verbal inquiries will not be accepted. During the time the bid is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the RFQ will be included in an Addendum issued by the District.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

**ROCKFORD BOARD OF EDUCATION
REQUEST FOR QUALIFICATIONS ON SUPPLIES, MATERIALS,
EQUIPMENT OR SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT
NO. 205 ROCKFORD, ILLINOIS**

RFQ No. **23-41 Architectural Services**

Date: **February 23, 2023**

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, March 16, 2023**

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC OPENING OF PROPOSALS. IF YOU DESIRE TO SUBMIT A PROPOSAL, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION
School District No. 205
501 Seventh Street, 6th Fl.
Rockford, Illinois 61104

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL PROPOSALS

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all Proposals submitted. One copy of this RFQ is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of your Proposal (including all required forms) on a flash drive in a SEALED envelope with the RFQ number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE Proposals are not acceptable and will be rejected as non-responsive. **Use of the included RFQ Label is recommended.**

b.) Proposals to be addressed as follows: **Rockford Public School District Purchasing Department
501 Seventh St., 6th Floor
Rockford, IL 61104
Attn: Purchasing Department**

"RFQ" refers to this advertised Request for Qualifications. Persons and entities responding to this RFQ with a Proposal are referred to as "Respondent". Submissions in response to this RFQ are referred to as "Proposal". Once an RFQ is awarded and a contract formed in writing or otherwise, the Respondent is referred to as the Contractor. The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications required by the RFQ and any resulting contract. The Board of Education reserves the right to increase or decrease quantities shown on the RFQ.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the RFQ documents, any resulting contract and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Proposals may be awarded to the Respondent which submits a Proposal complying with these conditions and specifications and best meets the requirements of the District. All rights are reserved by the Board of Education to select the Proposal that in its judgment is in the best interest of the District and meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Respondent's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. The proposal and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Respondent agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to the Proposal and to the performance of the Contract in the event the Respondent is awarded the RFQ. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this RFQ and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Respondent by submitting a Proposal agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instructions for all Proposals, Proposal Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals and certifications.

No Proposals may be withdrawn after the official opening. All proposals submitted must be valid for a minimum period of sixty (60) days after the date set for the public opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted in the Proposal or the Proposal Form is the total price to the District, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or “as equal” items may be submitted with all supporting documents in advance of the RFQ due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions must be identified in the Proposal.

The successful Respondent must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached list, please type on the RFQ documents the information that is requested. If there is insufficient room for your information, please present data on a separate sheet (one item to a sheet).

Any interested party, including all Respondents, may examine the RFQ summary after Proposals have been opened and awarded by the Board of Education. An RFQ summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. RFQ recaps may also be reviewed by visiting Bonfire <https://rps205.bonfirehub.com/portal/?tab=openOpportunities>

Vendor’s signature on the Proposal Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the Proposal. Include in the Proposal all your terms and conditions; terms and conditions set forth in the RFQ are generally required of all District contracts and are accepted by Respondent unless specifically identified as exceptions in the Proposal.

Please address all questions relative to any Proposal in writing to the Purchasing Department, Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 (via email to PurchasingDeptStaff@rps205.com). All request for information must be submitted at least five business days (Monday – Friday) prior to the RFQ due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the RFQ is issued it will be issued via addendum to the RFQ and published on the District website and, if applicable, Bonfire. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this RFQ prior to the closing date, other than in writing to the Purchasing staff provided above. Any violation of this condition may result in a Respondent being considered non-compliant and ineligible for award.**

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND
SIGNED, FAILURE TO COMPLY MAY RESULT IN
DISQUALIFICATION OF BID.**

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFQ FORMS:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

Federal Employer Identification Or Social Security Number

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SEALED BID PROPOSAL

RFQ NO.: 23-41

OPENING DATE: THURSDAY, MARCH 16, 2023

OPENING TIME: 2:00 PM (CDST or CST)

DESCRIPTION: Architectural Services

ATTN: PURCHASING DEPT.

**NAME OF FIRM
SUBMITTING BID:**

DATED MATERIAL-DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS BID
LABEL TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL (INCLUDING
UPS/FEDEX ENVELOPES) TO HELP ENSURE
PROPER DELIVERY!**

LATE OFFERS CANNOT AND WILL NOT BE ACCEPTED!

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“IFB” means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.

“Bidder” means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders who may also be referred to as “Contractor”.

1. BID OPENING. Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, a valid email address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature. **A checklist of required forms is included in the IFB and its use by the Bidder is recommended.**

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. **Use of the Bid Label included in the IFB is recommended.**

4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern and bind Bidder.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the IFB. The District reserves the right to waive any minor informality or defect in any IFB and bid. Unless otherwise specified, the District will award a bid or reject bids within 90 days of the date of bid opening. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidders in responding to an IFB.

7. AWARD. The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written

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award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event the binding contract is not formed until the written contract is signed.

8. PRICING. The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded, the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

Option year pricing, if any, may include price increases as stated in the bid specifications.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the IFB along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Bidder by submission of a bid is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, IFB number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes to the IFB may only be made by the issuance of an addendum by the District. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Bidder agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions

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of the Hold Harmless Agreement included in the IFB and signed by Bidder.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract

by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Bidder further warrants, if installation of product or materials is included in the bid, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility.

17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION FOR CAUSE.

a. The District may terminate this contract in whole or in part, without liability:

- if deliveries are not made at the time and in the quantities specified,
- if the Bidder fails to perform any of the provisions of the IFB, the bid, and the resulting contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these circumstances does not cure such failure within 30 days or such period of time as the District may direct,

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- if it is determined the successful Bidder knowingly falsified information provided to the District,
 - if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
 - or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.
- b. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.
- c. Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
- d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Invitation for Bid, a contract resulting from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

23. FORCE MAJEURE. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, civil or military authority, terrorists, war, civil unrest, accident, any strike or labor disturbance, shortage or inability to obtain critical material or supplies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event similar to those enumerated above and beyond the Parties' control.

Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. District's payment obligations under this Agreement shall be tolled for the duration of such force majeure and in proportion to the extent that Contractor's performance is delayed, suspended, or otherwise affected. If a Party's non-performance under this section extends for thirty (30) days or longer, the Party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other Party.

24. BID CERTIFICATION. The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the

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prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of the IFB, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Bonfire. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-END OF GENERAL TERMS AND CONDITIONS-

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (herein the “District”) will procure all specified products of first class workmanship and services of professional quality to ensure complete and acceptable product and services performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **DEFINITIONS.** The following terms used in this Supplemental Terms and Conditions have the indicated meaning:
 - “District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.
 - “Board” means the Board of Education of the District.
 - “RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number.
 - “Proposal” means as response submitted by a Respondent to an RFP.
 - “Respondent” means a person or entity submitting a Proposal to the District in response to an RFP.
 - A Respondent awarded a contract is referred to as the “Contractor”.
 - A “Contract” is the agreement, in writing or otherwise, formed following award of an RFP.
3. **EVALUATION CRITERIA.** Although price is a consideration in the award of RFPs, award will not be based on price alone. Proposals in response to this RFP will be evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (if applicable)
 - i. Financial stability of firm (provide a copy of your firm's most recent annual report, if requested)

The District reserves the right to reject any or all proposals or to accept the proposal or any part of a proposal, including substitutions, which embraces such combination of proposals as may promote its interest. The District may award an RFP to any responsible Respondent.

4. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning Respondent/Contractor. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

IN ORDER FOR A RFP TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

5. **RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX.** The Respondent acknowledges and understands that any Proposal for goods and services resulting in a Contract award to a Respondent requires that as a

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Contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a “retailer maintaining a place of business within this State” as defined by the Use Tax Act (35 ILCS 105/2).

6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be submitted to the Director of Purchasing in writing only (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiry is not accepted. The District decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All Respondents are requested to notify the District immediately of any errors or omissions that may be discovered.
7. **RETURN OF RFP INFORMATION.** The District has established that only one copy of an RFP will be sent to a vendor. It is imperative that, if submitting a Proposal, an original signature exists on the RFP documents submitted. If additional copies of original RFP documents are made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.
8. **USE OF PREMISES.** The Respondent shall have access to the relevant District grounds and facilities for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** All materials and/or equipment supplied by or for the Respondent shall remain the Respondent's property until such time as accepted by the District.
10. **EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Substitutions may be submitted with supporting documentation to the Director of Purchasing. RFP specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), methodology in provision of services and workmanship required, however, the District may purchase services, equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided in performing an awarded RFP and resulting contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
12. **SCOPE OF WORK.** This RFP requires that the Respondent/Contractor provide all necessary services, personnel, labor materials, and equipment; and furnish and deliver said products and services in accordance with all terms, conditions and specifications set forth in the RFP; provided, that such terms and conditions are subject to the terms of the final Contract.
13. **PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under the Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor's performance under the Contract in accordance with the signed Hold Harmless Agreement. The Contractor's signature on the Proposal Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

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may be utilized in the delivery of products or materials on the District's property.

- 14. INSURANCE REQUIREMENTS.** All Respondents/Contractors shall have a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of an RFP such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the Contractor in full force and effect during the life of the Contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions. During the term of the Contract, Contractor shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them.

The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the prices stated on the Proposal Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

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Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability **	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1.General Aggregate- Property	\$5,000,000
2. General Aggregate – Per project	\$3,000,000
3.General Aggregate - Products/ Completed	\$3,000,000
Comprehensive Auto Liability	\$5,000,000 bodily injury and property damaged combined \$150,000 per person, \$500,000 aggregate
Uninsured Motorist Coverage	
Fire Legal Liability (any one fire)	\$100,000
General Umbrella Excess Liability	\$3,000,000 - \$5,000,000*
** Business Auto Liability ****	\$1,000,000

* Minimum \$3,000,000.00; maximum \$5,000,000.00 as prescribed in the Bid documents.

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

15. **METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
16. **GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of Proposals. The RFP will be awarded at a later date by the Board of Education.
17. **SCHEDULE OF AWARD.** In order that Respondents may more accurately complete a Proposal, it is anticipated that the Board of Education will consider the award on this RFP within 90 days of the date of bid opening; the successful Respondent(s), if any, will be notified immediately thereafter.
18. **WITHDRAWING OF PROPOSALS.** No Proposal may be withdrawn by a Respondent after the time and date of the official public opening. All Proposal prices submitted must be valid for a period of ninety (90) days after the date

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set for the bid opening. This period of time is reserved to permit the Board to evaluate Proposals, conduct tests, resolve issues and discrepancies in Proposals and make the award, if any.

19. **VALIDITY OF PRICES.** All Proposal prices must remain valid and firm on awarded RFPs until product(s) is/are delivered or the project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF PROPOSALS.** In compliance with the solicitation, the Respondent agrees, if this bid is accepted within ninety (90) calendar days from the date specified in the solicitation for the receipt of Proposals, to furnish any or all items upon which prices are proposed at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.
21. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
22. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
23. **SIGNATURES.** It is required that the Respondent's signature appears on ALL the following forms:
 - a. **Second page of General Conditions and Instructions for All RFPs Form**
 - b. **Bid-Rigging Certification**
 - c. **Minority and Women Owned Business Form**
 - d. **Certification Regarding Debarment Form**
 - e. **Certificate Regarding Lobbying Form**
 - f. **OFAC Compliance Form**
 - g. **Vendor Conflict of Interest Disclosure Form**
 - h. **Form W-9 Department of the Treasury Internal Revenue Service**
 - i. **Respondent's Certifications**
 - j. **Proposal Form**
 - k. **Other forms specified in the RFP**
24. **PAYMENT.** Payment on proper invoices submitted by Contractor will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after invoice approval by the District. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
25. **WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
26. **SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of

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Winnebago, Illinois.

27. **QUANTITIES.** After Proposals have been evaluated, the District reserves the right to increase or decrease quantities as stated on the RFP for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
28. **PROPOSALS.** Respondents must return the following when submitting a sealed bid; references in the required forms to "Bid" shall mean "Proposal", references to "Bidder" shall mean "Respondent":
- Second page of General Conditions and Instructions for All RFPs Form
 - Bid-Rigging Certification
 - Minority and Women Owned Business Form
 - Certification Regarding Debarment Form
 - Certificate Regarding Lobbying Form
 - OFAC Compliance Form
 - Vendor Conflict of Interest Disclosure Form
 - Form W-9 Department of the Treasury Internal Revenue Service
 - Respondent's Certification
 - Proposal Form
 - Any required literature or information
29. **CONTRACT.** A response to this Request for Proposal (RFP) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP, any District issued and published addenda and the express terms of the Proposal except to the extent a Proposal excludes or modifies expressly identified RFP terms and conditions and proposes alternative provisions. Absent such exclusions, Proposals may become contracts upon award to the successful Respondent by the Board of Education; provided, the District may require, in the discretion of the District, the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the Board. All of the terms and conditions of the contract are contained in the RFP except to the extent any of the RFP terms and conditions are modified by mutually agreed terms and conditions in the Contract documents.
30. **TERM OF CONTRACT.** Resultant Contract period shall be from the effective date of award, or as identified in a written Contract, through the termination date specified in the RFP plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. The District's obligation under the Contract is contingent upon the availability of budgeted funds from which payment for Contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for the Contract.
31. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
- The District may unilaterally extend the term of the Contract for one or more option years, as identified in the RFP, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
 - If the District exercises this option, the extended Contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
 - Upon the exercise of any option period(s), the District may add additional facilities or locations to the Contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All Contract terms and conditions will apply to these facilities or locations added.
 - The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of the Contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.

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- e. The total duration of the Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

32. EVALUATION OF OPTIONS

- a. The District will evaluate Proposals as indicated in the terms and conditions and may award an RFP to any responsible Respondent. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the District to exercise the option(s).
- b. If exceptions are taken to the price provisions of the "Pricing" clause such exceptions are resolved by the terms of the Contract. Such Proposals will be evaluated without regard to any lower option year(s) maximum. However, if the Respondent offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

33. TEMPORARY CONTRACT EXTENSION. The District reserves the right to temporarily extend the Contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

34. PREVAILING RATE OF WAGE. It is required on this RFP that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their Proposal that they will pay the prevailing rate of wage in this area (if applicable) for the particular type of labor, in accordance with State of Illinois statutes and the Illinois Department of Labor. If applicable, the Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this RFP. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of the Contract.

"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email. the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, Respondents will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

35. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES. Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List. Notwithstanding the foregoing, the District may require, in its sole discretion, that any particular service provided by a Contractor under an RFP be provided solely by Contractor employees who have had a criminal history records check.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be

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permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

- 36. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

- 37. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District copies and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

38. RECORDS, RETENTION, AUDIT

- a. Records. The Contractor shall have or upon award of this RFP establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the performance of the Contract (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers, including those for out- of-pocket expenses, other

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reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.

- b. Retention. The Contractor shall, at all times during its performance of the Contract and for a period of seven years after the completion of the Contract, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Contract, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 38b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 38. Any and all contracts or agreements between Contractor and any other party related to the Contract shall expressly include the records, retention and audit provisions of this paragraph 38.
- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.
- d. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 38b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total Contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

During the time the RFP is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff to inquire about the bidding process or any of the details contained in the RFP other than in writing directed to the Director of Purchasing (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiries will not be accepted.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD PUBLIC SCHOOLS REQUIRED RFP FORMS CHECK LIST

Listed below are the REQUIRED forms all Respondents are REQUIRED to submit with sealed Proposals on or before the RFP due date and time. Failure to submit ALL required forms may result in Respondent being deemed non-responsive. FOR PURPOSES OF AN RFP, ALL REFERENCES IN REQUIRED FORMS TO BID SHALL MEAN PROPOSAL, ALL REFERENCES TO BID SHALL MEAN RFP AND ALL REFERENCES TO BIDDER SHALL MEAN RESPONDENT.

Required Forms	Yes	Comments
Proposal Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Bidder's Certification	<input type="checkbox"/>	
Certified Cleared Employee List (If Included)	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.
Vendor Entry Form/W-9	<input type="checkbox"/>	

Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

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ROCKFORD PUBLIC SHOOOLS
BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____ nor any individual presently
(Contractor)

affiliated with _____ has been barred from bidding on a
(Contractor)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

Authorized Agent

Contractor

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is (), is not () a minority-owned business concern.

B. Representation. The offeror represents that it is (), is not () a women-owned business concern.

C. Representation. The offeror represents that it is (), is not () a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific American (ASIAP)

☐ Asian Indian (ASIAI) American

☐ Other, please identify:

☐ Woman Owned (W)

☐ Disabled Owned (D)

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arinet.gov/>.
 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
-

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

OFAC Compliance

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Organization Name

Bid Number

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐

YES, the above statement is true.

☐

NO, the above statement is **NOT** true.

If you checked “**YES**” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. _____

2. _____

3. _____

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Print the Name of the Vendor’s Authorized Representative

Print the Position Title of the Vendor’s Authorized Representative

Print the Name of the Vendor’s Authorized Representative

Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

The undersigned Bidder certifies that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Bidder, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

The undersigned Bidder further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

EQUAL OPPORTUNITY

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

SEXUAL HARRASSMENT

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

NO SMOKING/NO TOBACCO

District are smoke free facilities. Bidder agrees that it and its employees will abide by the District's no smoking/no tobacco use policy (including snuff, electronic cigarettes and e-vapor products) at all times while on District grounds.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

DRUG FREE WORKPLACE

Each Bidder, if having twenty-five employees or more, does hereby certify, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
2. The undersigned is an authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity: ☐ Corporation
 ☐ Partnership
 ☐ Sole Proprietor

Bidder is qualified to conduct business in the State of Illinois and is in good standing.

5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
9. The Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date



Vendor Entry Form

FOR INTERNAL USE:

☐

New Vendor

☐

Update Vendor

Reason for Entry/Change (required): _____

Type of Entry (required):

☐

Business

☐

Payroll

☐

Student/Parent

☐

Reimbursement External

☐

Reimbursement Internal

☐

Referee/Sports Official

☐

Other _____

☐

W-9 Attached

W-9 should be included with all new vendor entry requests for payment. Reimbursements or internal record requests do not require a W-9 attachment but must include SSN after vendor name. All vendor entry requests will be entered but will remain inactive until required info/W-9 is provided.

Entry Information:

Vendor Affiliation:

☐

CORP

☐

PARTNERSHIP

☐

SOLE/IND

☐

LLC (Indicate type below)

☐

TRUST

☐

OTHER _____

☐

C-Corp

☐

S-Corp

☐

Woman-owned

☐

Minority-owned

☐

Veteran-owned

☐

Disabled

☐

P-Corp

Single owner LLC select
Sole Proprietorship above.

Vendor Name/Business Name: _____

SSN _____

Address 1: ☐ Location/Mailing ☐ Billing/Payment ☐ Other _____

Address 2: ☐ Location/Mailing ☐ Billing/Payment ☐ Other _____

Phone: Primary/Cell: _____

Orders/Cust Service: _____

Billing/Payments: _____

Fax(s): _____

Email(s): _____

Contact Person/Rep Name and Contact Information: (include special order/payment instructions)

* Please return completed form and required attachment(s) to purchasing@rps205.com.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Respondent and the Respondent's employees. The term "Respondent", for purposes of this Hold Harmless Agreement includes the entity or person submitting a Proposal to the District and enters into a Contract with the District resulting from the award of an RFP. The term Board and District, for purposes of this Agreement, shall mean and include the Board of Education and Rockford School District No. 205 Winnebago and Boone Counties, Illinois. **The undersigned Respondent agrees to defend, hold harmless and indemnify** the Board of Education and every Board member, officer, agent, attorney, servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a) Any injury to person or damage to property sustained by Respondent, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under any bid contract with the Board, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct;
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Respondent, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under any Contract between Respondent and the Board;
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Respondent's performance or failure to perform under any Contract with the Board.

Respondent at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Respondent to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding at Respondent's sole cost and expense. The Board shall have the right to set off against any sums due Respondent under any Contract with the Board the amount of any indemnity cost, expense and claim under this Agreement.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Respondent and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Respondent under any Contract with the Board, notwithstanding that Respondent may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided to the Board under any Contract with Respondent; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

The provisions of this Hold Harmless Agreement shall survive termination of any Contract with the Board.

Bidder: _____

Print Name of Bidder's Authorized Representative

Print Title of Bidder's Authorized Representative

Signature of the Bidder's Authorized Representative

Date

This Agreement Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary Public

Commission Expires: _____

CERTIFIED CLEARED EMPLOYEE LIST

The undersigned _____, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a **fingerprint based criminal history records check**, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

No.	Last Name	M.I.	First Name	SS # (last four)	Crim. Hst.	Databases

By: _____

This certificate Subscribed and Sworn to before me this ____ day of _____, 20____.

Notary Public

Commission Expires : _____

Vendor Cert. Employee List No. ____

**Request for Qualifications and Request for Proposal (RFQ) 23-41 for
Architectural/Engineering Services for Building Additions and General Renovations**

GENERAL BACKGROUND

Rockford Public Schools, District #205, Located in the northern part of Illinois, is one of the state's largest school districts. The School District covers approximately 165 square miles and serves students from diverse cultural and socioeconomic backgrounds.

Rockford Public Schools, a mission-based educational system, is committed to excellence in quality education serving approximately 25,000 students in 4 early childhood centers, 21 elementary schools, 6 middle schools, 5 high schools and 5 alternative schools.

1. PURPOSE

- 1.1. Rockford Public School District 205 (the District) will receive proposals from qualified firms experienced in providing architectural/engineering services for building additions, infrastructure repair, replacement and renewal construction projects.

2. INTENT

- 2.1. The District intends on selecting several Architectural/Engineering firms (the Architect) to perform Architectural/Engineering services for a multiyear agreement. Projects will be awarded to the Architect throughout the fiscal year at the discretion of the District.
- 2.2. The executed agreement with the Architect firm will allow for the District to proceed with the projects with the Architect without obtaining the District's Board (Board) Approval for each project up to a specified cumulative dollar amount per contract year.
- 2.3. The Architect selected for the multiyear agreement will be prequalified for work that will require Board approval on projects. Fees for any single project exceeding \$49,999.99 will require Board approval.
- 2.4. In accordance with the terms and conditions outlined in this document with its attached exhibits the Consultant will sign the AIA B101-2017 Standard form of Agreement between the owner and the consultant as modified by the District. The Firm's submittal of the RFQ assumes the willingness for acceptance of the terms of the contract unless noted otherwise in his submittal. The District may consider the selection of the Architect without any clarifications or proposed revisions to the contract as a part of the criteria for award.

3. TIMELINE

- | | |
|--|-----------|
| 3.1. Distribution of RFP | 2/23/2023 |
| 3.2. RFP Due Date prior to 2:00 pm | 3/16/2023 |
| 3.3. Interviews if required | 4/6/2023 |
| 3.4. Board of Education Approval (anticipated) | 5/9/2023 |
| 3.5. Notice of Award (anticipated) | 5/10/2023 |
| 3.6. Contract Start Date | 5/15/2023 |

4. SCOPE OF WORK –

4.1 Professional Services: The Architect shall provide for professional services for Design and Construction Administration for the completion of the project. The below represents a summary of professional services included in the work but not limited to for a complete project. The general terms and conditions are indicated in AIA contract which will be used for the multiyear agreement.

- 4.1.1 The Architect may be asked to assist with programming for the development of schematic design options for review by the District. This may require multiple meetings with the user groups for definition and clarification of the scope for department relocations.
- 4.1.2 Schematic drawings-
- 4.1.3 Design development drawings
- 4.1.4 Construction drawings, Project Manual, Bid Form
- 4.1.5 The design shall include Arch/structural, interiors and MEPFP and technology disciplines. Furniture drawings will be coordinated with the District's vendor
- 4.1.6 The Architect shall provide construction cost estimates at the end of the schematic design, design development and construction documents for verification of the project budget.
- 4.1.7 The Architect shall assist in the Bidding Phase of the project with attendance at the pre-bid meeting, responses to questions and preparation of meeting minutes and addenda.
- 4.1.8 The Architect shall submit the project documents to the regulatory agency and respond to any inquiries to obtain the permit and certificate of occupancy.
- 4.1.9 The Architect shall be responsible for the issuance of all meeting minutes until the start of the construction phase when the general contractor will be responsible for the construction meeting documents.
- 4.1.10 Construction Administration shall include shop drawing review, RFI, ASI, RFP, review of contractor PCOs, issuances of change directives & change orders, Contractor pay applications and Lien Waiver reviews, Attendance at bi-weekly construction meetings and field observations reports as required for contractor execution of the work, Punch List inspections and issuance of Certificate of Substantial Completion.
- 4.1.11 Close out phase of the work shall include issuance of final completion certificate, review of contractor Operation and Maintenance Manuals/Warranties, as-built drawings, contractor final pay application with all final waivers, submittal of record drawings in CAD files and PDFs.
- 4.1.12 Participation in 11-Month warranty walk through.

4.2. Deliverables: (including but not limited to the following)

- 4.2.1. Meeting Minutes in the design and bidding phase of the work.
- 4.2.2. Drawings for owner review in PDF format
- 4.2.3 Submittals for permits and reports as required by regulatory agencies
- 4.2.4. Bidding documents submitted to purchasing including drawings with logistics/phasing plan, project manual including specifications, bid form for contractor submittal.
- 4.2.5. AIA documents should be used thorough out the construction administration phase of the work.

- 4.2.6 Record Drawings from contractor's as-builts in PDF format and 2021 AutoCAD format.
- 4.2.7. The District uses a project management software. The Architect shall be required to use PMWeb for distribution of deliverables to the District and the Contractor.

5. SCHEDULING

- 5.1. The typical construction project is designed in the winter, bid in the spring and constructed in the summer when school is not in session for June, July and August.
- 5.2. For some projects the construction work will need to be completed prior to end of the fiscal year on June 30.
- 5.3. For some work the school principal may allow for construction to occur while school is in session when a logistics plan is approved to minimize the school operations.

6. POTENTIAL PROJECTS

- 6.1. Infrastructure – Life Safety Projects – planned
 - 6.1.0. Brookview ES – Replace doors \$76,800.00
 - 6.1.1. Carslon ES – Replace doors \$34,800.00
 - 6.1.2. Froberg ES – Replace Doors \$32,000.00
 - 6.1.3. Gregory ES – Tuckpointing \$18,000.00
 - 6.1.4. Hillman ES – Replace glass and hardware \$25,200.00
 - 6.1.5. Johnson ES – Roof Replacement \$918,000.00
 - 6.1.6. Johnson ES – Replace Doors \$47,600.00
 - 6.1.7. Lewis Lemon ES – Roof Replacement \$1,351,800.00
 - 6.1.8. Lathrop ES – Tuckpointing and door replacement \$47,600.00
 - 6.1.9. McIntosh ES – Mansard Roof and Exterior Doors \$229,800.00
 - 6.1.10. Washington Replace Doors \$223,600.00
 - 6.1.11. Welsh ES – Door and hardware replacement \$47,592.00
- 6.2. The District plans other projects based upon available designated funding per fiscal year for other mission related needs.

7. COMPENSATION

- 7.1. For purposes of this RFQ the Architect does not provide pricing for fees for any of the potential projects listed or a % fee for actual construction costs.
- 7.2. The selected Architect shall provide an Hourly Rate sheet to be used as an exhibit to the AIA Contract.
- 7.3. Reimbursables as permissible per the contract shall be at cost with no % mark-up.
- 7.4. The District shall not pay the Architect an amount in excess of \$75,000 per Contract Year, regardless of the Services provided by the Architect, without District receiving prior written approval of the Board.
- 7.5. Work performed on a Time and Material Basis:
 - Fees shall be based on time and materials and pursuant to the rates shown Architect's Hourly Rates Sheet. Architect may bill for progress payments on a monthly basis based on actual time worked on the project. Projects partially completed may be paid for in proportion to the degree of completion.
- 7.5. Work performed on a stipulated sum basis:

Fees shall be based upon a stipulated sum will be paid based upon the architect's progress of work completed. Architect may bill for progress payments on a monthly basis for the percentage of each phase of work completed. The design phase of the work including Schematic Design (SD), Design Development (DD) and Construction Documents (CD) shall not exceed 70% of the work. Not all projects will have 3 design phases. However, projects with all three design phases included would have SD 15%, DD 15% & CD 40%. The remaining phases for 30% shall be Procurement Phase 5%, Construction Administration 20% and Close Out 5%.

7.7. Work performed on a percentage basis:

The percentage for the fees may be negotiated with the architect based upon preset schedule of the dollar value of the project. The district has used the percentage basis for determining fees for some projects with construction values exceeding \$500,000.00 and for projects for which there may be a perceived variance for the construction award. A larger project dollar value would have a lesser percentage fee. This will be negotiated with the architect prior to signing the agreement. The fees shall be based upon construction costs. During design phase the construction cost shall be the estimated cost. After the Procurement phase is completed construction cost shall be adjusted to bidding and award of the work to the contractor. During the Close Out phase of the work the construction cost shall be adjusted if change orders are issued to the contractor and final change order shall be used. The percentage of work completed by Phase shall follow the stipulated sum phases stated in 7.2 unless negotiated differently with this agreement.

8. SUBMITTAL REQUIREMENTS

- 8.1. Provide one digital copy on a blank thumb drive and four (4) hard copies
- 8.2. Submitted proposals must include all of the following information. Failure to include all of the required information may result in disqualification of the proposal.
- 8.3. Cover letter/letter of interest -A one page cover letter, specify the name of the lead firm, its mailing address, telephone number, fax number, website address and the name and email address of the individual to contact for further information. This letter should also identify all sub-consultants and related contact information. Finally, identify the office location or locations where the work will be completed.
- 8.4. Firm organization, credentials and background - In this section, the firm should include the following information: The organization and size of the firm, whether it is local, regional, national or international in operations. Describe the firm, how it is organized, years' experience related to providing services to school districts, and the resources it has committed to such districts. The location of the office from which the work is to be performed and the number of professional staff by staff level employed at that office. A description of the range of activities performed by the local office.
- 8.5. Qualifications and experience - In this section, the firm should include the following information: Resumes of key architectural and structural members who will be assigned to the project, including relevant experience and continuing professional education. Statements of the qualifications and experience of other staff who will be assigned to the project, including relevant experience and continuing professional education. Any limitations on the availability of staff or starting dates. Other service capabilities, which may be of interest to the District. Provide at least three (3), but no more than five (5), references from other public-sector clients.
- 8.6. MEPFP Coordination: In this section describe how your Architectural firm will manage Mechanical, Electrical, Plumbing, Fire Protection and Technology Disciplines. If disciplines

- 8.7. are not provided in house, then which firms will the architect propose to use and who will be their key individuals.
- 8.8. Management Plan-In this section, the firm should include the following information:
Describe how your firm will manage the work. If your firm is out of town, address how you will make arrangements to have your staff on-site and how frequent. Describe how your firm will handle cost/budget control during the design phase, quality of construction documents, construction cost estimates, communications with contractors and the district owner's representatives in construction administration phase.
- 8.9. References as requested in Section 8.5.

9. EVALUATION CRITERIA

- 9.1. Proposals will be reviewed and evaluated on the following criteria by a selection committee, and firms may be asked to present their proposal in person or a zoom meeting for evaluation.
 - 9.1.0. Firm Organization
 - 9.1.1. Previous Work Experience
 - 9.1.2. Project team qualifications and accessibility
 - 9.1.3. MEPFP Approach
 - 9.1.4. Proposed Management Plan
 - 9.1.5. References
 - 9.1.6. Other relevant criteria
- 9.2. These criteria will be weighted per the attached Evaluation Matrix and will be totaled to determine the best fit for the District.
- 9.3. The Board reserves the right to reject any and all proposals submitted and to request additional information from all proposers.

10. TERM OF CONTRACT

- 10.1. The initial contract term shall be for three (3) years effective on the contract award date through approximately May 1, 2026

11. REFERENCES

- 11.1. Please provide three (3) references, similar to Rockford Public School District 205, that you have had similar contracts with within the last three (3) years. Please list the name of the company/agency, person to contact, telephone number, email address, and the nature and size of the contract.

RFQ 23-41 Architectural Services Due: March 16, 2023 Time: 2:00 PM									
	Weight	Vendor 1	Notes	Vendor 2	Notes	Vendor 3	Notes	Vendor 4	Notes
Firm organization	10%								
Previous work experience	30%								
Project team qualifications and accessibility	20%								
MEPFP approach	15%								
Proposed management plan	15%								
References	5%								
Other relevant criteria	5%								
Best Fit for District	100%	0		0		0		0	

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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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.

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DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «9» day of «May» in the year «2023»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education
Rockford School District No. 205
Winnebago and Boone Counties, Illinois
501 Seventh Street
Rockford, Illinois 61104

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

«

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

«The services shall include those certain architectural services provided by Architect in accordance with each Statements of WORK ("SOW") issued by Owner.»

The Owner and Architect agree as follows.

Owner is an Illinois public school district. This Agreement, all Owner-issued Addenda thereto, and Architect's Proposal form a part of this Contract. The terms of Illinois statutes applicable hereto and policies of the Owner shall govern all terms and conditions of this Contract as though fully set forth herein.

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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.

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TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Each Project will have differing physical characteristics that are more specifically set forth in an Owner-issued SOW.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

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§ 1.1.4 The Owner's anticipated design and construction milestone dates shall be broken down in each Statement of Work issued by Owner.

§ 1.1.4.1 Term

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The term of this Agreement shall be effective as of the Effective Date and shall expire after three (3) years ("Term"), unless earlier terminated by either party as otherwise expressly permitted by this Agreement or any other Contract Document.

Notwithstanding the above, the School District's obligation under this Agreement is contingent upon the availability of budgeted funds from which payment for the contract purposes can be made. No legal liability on the part of the School District for any payment may arise until funds are made available for this Agreement.

Further, notwithstanding any other provision in this Agreement to the contrary, in the event that an order is issued by any administrative agency of the State of Illinois or by any court having jurisdiction prohibiting the School District from complying with its obligations under this Agreement, including but not limited to hiring a third party service to provide the Services described herein, then the School District shall have the option in its sole discretion to terminate this Agreement immediately or to elect to continue to perform the Services through the use of District personnel and receive a credit from Contractor to be applied towards the compensation due to Contractor as outlined in the Price Pages in an amount equal to all costs of employing the District personnel to provide the Services.

If a date of commencement of the Work is not provided above, the milestone dates shall be as included in the Invitation for Bid, as applicable, or any Owner issued Addenda; if not provided, then the date of commencement shall be the date of this Agreement.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

« Michael Phillips »
« Chief of Operations »
« Rockford Public Schools »
« 501 Seventh Street
Rockford, Illinois 61104 »
« Michael.Phillips@rps205.com »
« 815-489-7224 »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« Scott Jensen
Director of Design and Construction
Rockford Public Schools
5052 28th Avenue
Rockford, Illinois 61109
Scott.Jensen@RPS205.com »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« Exhibit A – Architect's Fee Schedule ("Architect's Proposal"), attached hereto and incorporated as though fully set forth herein;»

§ 1.1.13 To the extent that the terms and conditions of this Agreement are in conflict with Architect's Proposal, said inconsistency or conflict shall be resolved in the following order of precedence: this Agreement, Architect's Proposal.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in this Agreement, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect will be bound by and will perform its work in compliance with the AIA Document A201™-2017, General Conditions of the Contract for Construction, as revised by Owner, but only to the extent that the AIA Document A201™-2017, as revised by Owner, relates to the services of the Architect. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent with this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section §2.2 shall be referred to herein as the "Architect's Standard of Care").

§ 2.2.1 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination or expiration of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 ») for each occurrence and « Five Million Dollars » (\$ « 5,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « One Million Dollars » (\$ « 1,000,000.00 ») each accident, « One Million Dollars » (\$ « 1,000,000.00 ») each employee, and « One Million Dollars » (\$ « 1,000,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 ») per claim and « Two Million Dollars » (\$ « 2,000,000.00 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect shall review laws, codes and regulations applicable to the Architect's services and shall comply in the design of the Project with the professional standard of care with applicable provisions and standards of the applicable building code, fire code, and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

§ 2.7 The Architect understands that performance of the Architect's Services will require communication with various entities involved in the completion of the Work, and the Architect will, at no additional cost to the Owner, so communicate and take all steps necessary for compliance with the Conditions.

§ 2.8 The Architect hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Owner and its officials and employees against and from any claims, suits and/or legal actions of any type by third parties, including claims for loss of or damage to property or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from court costs and reasonable attorney's fees, to the extent caused by the negligent acts or omissions, breaches, errors, or torts of the Architect and its employees. The Architect shall properly correct or remedy any defects or problems caused by or related to any of the above, to the extent possible at no cost to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The

Architect shall thoroughly review the services and information for completeness and sufficiency and provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary, and shall present such documentation to the Owner for review, approval, and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be in compliance with the professional standard of care with applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect has informed the Owner of any tests, studies, analyses, or reports that are

necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner, and the Architect will indemnify, hold harmless, the Owner from all third party claims, suits and damages, if any, to the extent caused by the Architect's negligent acts, errors or omissions. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If, due to the Architect's negligence, omission or failure to perform in accordance with the professional standard of care, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors which may include the development and implementation of a prequalification process. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as revised by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and for the negligent acts or omissions of the Architect's consultants and for the failure of the Architect, and the Architect's consultants to comply with the professional standard of care, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of any other persons or entities performing portions of the Work, including the Contractor and the Contractor's subcontractors.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Although the Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity of the Work at appropriate intervals necessary for Architect to remain aware and knowledgeable of issues or problems that have developed, or could reasonably be foreseen, during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, Owner representatives, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. On the basis of the site visits,

the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall keep the Owner informed of the progress and quality of the Work by a written report each month until time to Substantial Completion.

§ 3.6.2.2 The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. Architect shall also make initial decisions on matters relating to consistency with intent of contract documents, including aesthetic effect, however, the Owner, reserves the right make final decisions on issues of consistency with intent and aesthetic effect.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents. The Architect's action in reviewing submittals shall be taken in

accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals including a submittal log and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2** issue Certificates of Substantial Completion;
- .3** review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Subsequent to meeting with the Owner as indicated in 3.6.6.5, the Architect shall conduct a walkthrough with the Owner and Contractor to review any open warranty issues for the purpose of developing a final list of items to be corrected prior to the expiration of the final warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Intentionally Omitted.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the

- building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, provided such claims are not the result of the Architect's action, inaction, errors, or omissions; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 Intentionally Omitted.

§ 4.2.4 Intentionally Omitted.

§ 4.2.5 Intentionally Omitted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect according to the professional standard of care. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions, or inconsistencies.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's best judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work and rebid the Project; or,
- .5 implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall without additional compensation and as part of the Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents and rebidding the Project shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect 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.

§ 7.2 The drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, including but not limited to all original artwork, illustrations, design plans, and text, in whatever form or medium, written or electronic, including CAD, are Instruments of Service and the Owner shall be deemed the owner of all Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client without the prior written consent of the Owner. To the extent that work, design, process, or product which is patented, copyrighted, or otherwise protected by an intellectual property right (whether common law, statutory, contractual or reserved), is incorporated into the Instruments of Service or the Work performed under this Agreement by the Architect, the Architect shall pay royalties and/or license fees for such patented or copyrighted designs, process or products. Architect shall at its sole cost and expense indemnify, defend, and hold harmless the Owner against any claims by third parties of infringement of any copyrights or other common law, statutory, contractual or reserved rights incorporated into the Instruments of Service or the Work.

§ 7.3 The Owner has the right to reproduce, use, alter, and/or disseminate, and to create derivative works based upon, the Instruments of Service for other projects at its discretion; provided, however, that if the Owner reproduces or uses the Instruments of Service for another project, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the Architect's consultants on the Instruments of Service. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, by litigation in a court of competent jurisdiction within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work giving rise to the claim or cause of action.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as revised by Owner. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may but shall not be required to submit claims to mediation. If Owner and Architect each independently agree to mediation, such mediation shall proceed according to the provisions herein and as further set forth in the AIA Document A201-2017, as revised by Owner. If the responding party declines to mediate or fails to respond to the written request within 7 days of receipt, the sole method of dispute resolution for such claim shall be litigation in a court of competent jurisdiction.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [« X »] Litigation in a court of competent jurisdiction

☐ [« »] Other: *(Specify)*

☐ « »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Jurisdiction for all purposes of this Agreement and all parties hereto shall be the laws of the State of Illinois and venue shall lie in Winnebago County, Illinois.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner for any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses properly incurred.

§ 9.7 Intentionally Omitted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as revised by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence of any hazardous material which it discovers, provided, however, that the Architect shall have no obligation to investigate for hazardous conditions.

§ 10.7 Upon Architect's receipt of prior written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination or expiration of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination or expiration of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such 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 such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Percentage Basis
(Insert percentage value)
- .2 Other
(Describe the method of compensation)

«Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Contractor will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Contractor will submit a schedule and a labor or estimate based on the rates shown in Exhibit A. Contractor will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the District. Projects partially completed may be paid for in proportion to the degree of completion. Notwithstanding the foregoing, District shall not pay Contractor an amount in excess of \$75,000 per Contract Year, regardless of the Services provided by the Contractor, without District receiving prior written approval of the School Board.»

§ 11.2 Intentionally Omitted.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Time and material basis using Architect's standard hourly rates as set forth on Exhibit A. »

§ 11.4 Intentionally Omitted.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. Notwithstanding the foregoing, Owner shall be entitled to perform a final reconciliation after final completion of each Vestibule Project in order to confirm Architect was compensated in accordance with Section 11.1 and Architect agrees to promptly reimburse Owner for any overpayments identified as part of such reconciliation.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted subject to negotiation.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Time and material basis using Architect's standard hourly rates as set forth on Exhibit A. »

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Postage and delivery charges;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project.

§ 11.8.2 For Reimbursable Expenses described in Section 11.8.1, compensation to the Architect and the Architect's consultants shall be at actual cost of the expenses incurred up to a maximum amount of **Two Thousand Dollars (\$2,000)** for the entire Project.

§ 11.9 Intentionally Omitted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero Dollars» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally Omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments are due and payable sixty (60) days from the date of receipt of the Architect's invoice by the Owner.

§ 11.10.2.2 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« § 12.1 By signing the B101-2017 as revised, the Architect hereby represents that (a) it has not employed or retained any company or person, working primarily for the Architect, to solicit or secure this agreement by improperly influencing the Owner or any of its employees in any professional service procurement process; (b) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Architect, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement; and (c) it understands that for the violation of this provision, the Owner shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 12.2 By signing the B101-2017 as revised, the Architect hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Architect will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, 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 Architect agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause. »

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended herein.
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised by Owner.
- .3 Exhibits incorporated into this Agreement:

«Exhibit A – Architect’s Rate Schedule»

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER

Board of Education
Rockford School District No. 205
Winnebago and Boone Counties

ARCHITECT

« »« »

President

« »« »

Secretary

« »« »

(Printed name, title, and license number, if required)