



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

**Request for Qualifications
Architectural Services for
Marine Bank Building East Wall
370-800-24-024**

April 9, 2024

Submissions due before 2:00 p.m. CT on May 1, 2024

Mr. Christopher M. Flynn
Chief Procurement Officer
One East Old State Capitol Plaza
Springfield, IL 62701

Office of the Illinois State Treasurer
Request for Qualifications
Architectural Services for Marine Bank Building East Wall
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Qualifications (“RFQ”) to professional firms to provide architectural and engineering design services (“Services”) for the remediation of the east wall of the Treasurer’s office building located at One East Old State Capitol Plaza, Springfield, Illinois (“Building,” the wall the “East Wall”). Professional firms that submit their qualifications (“Respondents”) must submit their qualifications (“Submissions”) before 2:00 p.m. CT on May 1, 2024.

The Treasurer is seeking firms whose combination of experience and expertise will ensure professional, timely, and cost-effective services. The Treasurer intends to select the best suited, responsible, and responsive Respondent (“Contractor”) for this project. The successful Respondent shall enter into a contract with the Treasurer (“Agreement”) for an initial term of two (2) years, which contract will be in the form attached hereto as Exhibit E and the terms of which Respondent agrees upon by providing a Submission in response to this RFQ. Upon expiration of this term, the Treasurer may elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the original two (2) years.

II. BACKGROUND

In late 2019, the Treasurer acquired the Building and has since transitioned most of its Springfield operations there.

During the summer of 2023, a building adjacent to the East Wall was demolished, leaving/exposing holes in and other damage to the East Wall. The Treasurer is currently ensuring limited, immediate repairs, including a moisture barrier, in order to ensure temporary safety of any falling hazards as well as protection against winter elements (“Winter Protection”). However, for the long term the Treasurer seeks remediation to the East Wall allowing for safety and structural stability as well as an exterior appearance similar to the remainder of the Building (“Project”). The Project will include, as needed, the removal of the Winter Protection.

Exhibit C contains a review of the East Wall and potential options for repair. However, this is provided merely for informational value and contains no required specifications for the Services contemplated by this RFQ. The Treasurer desires any approach to meet the needs stated in this RFQ and does not require any specific approach, including any that may be included herein. For this reason and as outlined in Exhibit B, the Chief Procurement Officer for the Treasurer (“CPO”) has determined it is in the best interest of the Treasurer that Wiss, Janney, Elstner Associates, Inc. (“WJE”), the entity that prepared Exhibit C not be precluded from submitting a response to this RFQ.

In order to be eligible for award, Respondent must be an architect/engineering firm prequalified with the Illinois Capital Development Board (“CDB”). This will be a prevailing wage project covered by a project labor agreement pursuant to the Project Labor Agreements Act (30 ILCS 571/1 *et seq*).

III. SERVICES

The Contractor will perform the services set forth in this section in accordance with applicable law, rules, and regulations (collectively, the “Services”).

The Contractor will work closely with the Treasurer.

Services to be performed by the Contractor include, but are not limited to the following:

A. Architectural / Engineering Services

1. Collect Project criteria from the Treasurer and verify all required programming needs.
2. Prepare a Project design that minimizes impact on adjacent properties as outlined in the survey attached as Exhibit D.
3. Prepare a Project design schedule to be used during all phases of the Project, targeting completed remediation and protection of the East Wall by October 31, 2024.
4. Prepare and present conceptual designs, layouts, and final design options for review and approval by the Treasurer.
5. Develop an estimated cost for construction, including removal of Winter Protection.
6. Prepare detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor and any subcontractors.
7. Submit final plans and drawings to local governmental entities, as necessary, in order to obtain all legally required approvals, licenses, and/or permits.
8. Assist the Treasurer with preparation and distribution of construction bid documents.
9. Assist the Treasurer with the selection of contractors, where appropriate, including making such selections through the use of existing statewide master contracts, where practicable.
10. Assist the Treasurer with bid review and preparation of all necessary construction contract documents, including any American Institute of Architects contract documents.
11. Perform regular site observation of all contractors and subcontractors performing work under any resulting construction or related contract for the Project, and employees or personnel of such contractor and subcontractors, for adherence to design and construction specifications.
12. As requested by the Treasurer, opine on all change order requests as may be

submitted by the awarded general contractor as well as any other contractors or subcontractors to the Treasurer for approval.

13. Respond to questions and issues in a timely manner that arise during design and construction.
14. Assist in obtaining all necessary permits from local government entities, and any similar licenses or permits that may be necessary or appropriate for occupancy.
15. Prepare and submit to the Treasurer all “as-built” drawings at the conclusion of the Project.

B. Additional Services

1. Attend regular meetings with the Treasurer.
2. Develop preliminary drafts of drawings, schedules or other documents related to the Project for the Treasurer’s review and comment.
3. Consult with, and provide appropriate guidance to, the Treasurer on budgetary and funding matters.
4. Consult with, and provide appropriate guidance to, the Treasurer on Project scheduling considerations.
5. Serve as a general resource to the Treasurer regarding the scope of work and any Project issues.

IV. SUBMISSION CONTENT

The following information shall be provided in the Submission:

A. Statement of Qualifications - Provide a signed statement of qualifications with the name and address of the Respondent, describing the Respondent’s interest and capability to perform the Services.

B. Background

1. Provide Respondent’s name, address, web address, telephone and fax numbers.
2. Provide Respondent’s contact person (provide direct phone numbers and email).
3. Identify the number of years Respondent has been in business under its current name and separately, if applicable, under any prior names.
4. Describe Respondent’s corporate structure, including holding companies, parents, and corporate affiliates.

5. Identify all disciplines or specific areas of expertise offered by Respondent.
6. Identify any special areas of practice Respondent provides.
7. Provide detailed staffing information, which includes all relevant job titles and the number of employees in each such position (e.g., number of architects, engineers, etc.).
8. Provide general information on the firm (locations, staffing, etc.). Also provide detailed information on the office of Respondent that will be serving the Treasurer (key personnel, project experience, etc.). In the case of a Respondent with multiple office locations, the office designated to serve the Treasurer in the Submission must be the office to perform the work in the event that the Project is awarded to that Respondent.
9. List any litigation (including matters in arbitration and/or alternative dispute resolution settings) involving Respondent within the last 5 years arising out of any design work for any governmental entity; and whether still pending, or if concluded, the final result. If any such litigation is listed, please provide a detailed explanation.
10. List if Respondent (under current or previous names) has been involved with a contract or project that was terminated within the last 5 years by a governmental entity and, if so, for what reason.

C. Firm Experience and Capabilities

1. Provide a list of all publicly-owned facilities for which Respondent has provided services of a similar scope to the Project in the last five years. Include a detailed project description (identifying the project involved, planning, new construction, additions, or renovations), the type of architectural, engineering, or other service provided and delivery methods, as well as the client contact information.
2. Provide samples of work that demonstrate experience on a commercial office-like building or structure.
3. Provide information that demonstrates Respondent's expertise in maximizing construction budget, and experience in the design of multi-purpose rooms and broad-based technology areas.
4. If the Submission includes affiliated firms, multi-disciplinary departments, or subcontractors (e.g., mechanical, electrical or structural engineering), please identify them and provide all information requested in Section IV.D below for each such entity.

D. Key Personnel & Experience

1. Provide an organizational chart identifying key members of Respondent, including

consultants.

2. Provide resumes of Project designers, managers, key staff and consultants relevant to the requirements of this RFQ, which shall include work experience, education, licenses, certifications, affiliation and awards for each such individual. Provide evidence of Respondent's prequalification with CDB and Respondent's licensure with the Illinois Department of Financial and Professional Regulation.
3. If any changes in staff for whom resumes were submitted should occur between the date of submission of qualifications and the award of a contract, Respondent must notify the Treasurer in writing. Unapproved staffing changes may result in a rejection of the Submission.

E. Firm Workload

1. Provide a list of all projects for which Respondent is currently under contract as an architectural firm.
2. Provide the percentage that public facility projects have comprised of Respondent's total project workload in the last twelve months.

F. References - Provide a minimum of 3 references for architectural services performed on public-owned facilities in Illinois in the last 5 years.

G. Fees - Do **not** include any estimates of costs or hours required in the Submission. Respondent agrees to the following fee negotiation requirements by providing a Submission:

1. Fees will be generally negotiated in accordance with the CDB fee schedule for architect/engineering contracts available on CDB's online reference library.
2. Respondent agrees to negotiate the contract price expeditiously and in good faith to ensure a quick commencement and completion of the Project. To that end, the Treasurer may state the length of time the firm will be limited to in preparing its estimate of effort and cost. Should the Treasurer be unable to successfully negotiate a contract within a timeframe the Treasurer deems necessary, the Treasurer may immediately terminate consideration of Respondent and proceed to negotiate with the second-ranked Respondent.

V. SUBMISSION FORMAT

Submissions submitted in hard copy form must be submitted in a sealed envelope or package bearing the title "Office of the Illinois State Treasurer Submission for Architectural Services for Marine Bank Building East Wall 370-800-24-024" and the Respondent's name and address. The package must include one (1) original and five (5) copies of the Submission. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please

provide five (5) electronic copies of the Proposal and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive.

Respondent's Submission shall contain the following:

1. Cover page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the RFQ or resulting contract. Such person(s) must be authorized to make representations on behalf of Respondent.
2. Submission Content – Respondent shall include all of the information required by Sections IV and V of this RFQ.
3. Scope of Work – Respondent shall identify any Service it is unwilling or unable to provide and explain why.
4. Statement – Respondent shall provide a statement indicating that, with the Submission, Respondent acknowledges agreement to the contractual provisions set forth in this RFQ.
5. Subcontractors (Consultants) – Provide a list of the subcontractor(s) and/or consultants Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor and/or consultant, including the anticipated percentage of the overall Services such entity will be performing.
6. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B), attached hereto as Exhibit A.
7. Prequalification – Respondent must submit five (5) copies of its CDB 255 Form (including Forms A & B), five (5) copies of its A/E Prequalification Form including five (5) copies of its proof of prequalification and five (5) copies of evidence of licensure with the Illinois Department of Financial and Professional Regulation.
8. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section VII.E.8 of this RFQ (“Redacted Copy”). If the Proposal is submitted via email, any Redacted Copy must be submitted as a separate attachment.

VI. EVALUATION CRITERIA

- A.** All statements of qualifications will be evaluated by the Treasurer's selection

committee. The selection is not based on competitive bidding; rather, the committee will consider Respondent’s qualifications, the abilities of its professional personnel, its past record and experience with governments entities, location, workload, and willingness and ability to meet time requirements.

- B.** The Treasurer is committed to providing more opportunities to qualified Minority, Women, Veteran, and Disabled-owned (MWVD) firms. Preference is accorded to qualified contractors or subcontractors that demonstrate or attest that (1) greater than 50% of the ownership interest of the firm is held by minority, female, veteran, and/or disabled persons, OR (2) greater than 75% of the firm’s senior managers are minority, female, veteran, and/or disabled persons. Definitions of “minority,” “female,” “veteran,” and “disabled person” are located in the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575) and Sections 45-57 (“Veterans”) of the Illinois Procurement Code (30 ILCS 500/45-57).
- C.** Finalists may be required to make a presentation before the selection committee and provide some additional information, including evidence of adequate insurance coverage, etc. before the Contractor is selected and approved by the Treasurer.

VII. RFQ PROCESS AND SCHEDULE

This Section outlines the process and schedule associated with this RFQ.

A. Schedule

The following is the schedule for this RFQ:

Date	Event
April 9, 2024	RFQ published on the Treasurer’s website.
April 17, 2024	All Respondent questions due before 9:00 a.m. CT.
April 21, 2024	Responses to all questions posted on the Treasurer’s website.
May 1, 2024	Submissions due before 2:00 pm CT.
Week of May 6, 2024	If applicable, notify finalists and schedule presentation.
May 13 – 24, 2024	If applicable, finalists present to Selection Committee.
Week of May 27, 2024	Notification of award and begin negotiation Agreement.

These dates are subject to change at the Treasurer’s discretion.

B. Contact information

The Treasurer’s CPO is the sole point of contact concerning this RFQ.

Respondents should submit questions about the intent or content of this RFQ and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions via e-mail to the CPO at cflynn@illinoistreasurer.gov by 9:00 a.m. CT on April 17, 2024.

C. Proposal Submittal

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with “Office of the Illinois State Treasurer Request for Qualifications Architectural Services for Marine Bank Building East Wall 370-800-24-024” shown on the front of the envelope or package, along with the Respondent’s name and address.

All Proposals must be received by mail or messenger at the following address, before 2:00 p.m. CT on May 1, 2024:

Mr. Chris Flynn
Chief Procurement Officer
One East Old State Capitol Plaza
Springfield, IL 62701

Proposals will be opened publicly, via livestream only, at 2:00 p.m. CT on May 1, 2024. The livestream will be available online at:

<https://www.facebook.com/ILTreasurerProcurement>.

2. Packet submission via electronic form

When submitting a Proposal electronically, please e-mail the following to MarineBankBuildingIFBs@illinoistreasurer.gov:

- a. name of contact person
- b. business name and business address
- c. email address and telephone number
- d. a complete list of submitted files

3. Use of electronic version of this RFQ

This RFQ is electronically available. If Respondent electronically accepts the RFQ, s/he acknowledges and accepts full responsibility to ensure that no changes are made to the RFQ. Should a conflict arise between a version of the RFQ in Respondent’s possession and the Treasurer’s version, the Treasurer’s version shall prevail.

D. RFQ Process

1. Questions about this RFQ

Respondents should submit questions about the intent or content of this RFQ and

request clarification of any and all procedures used for this RFQ prior to the submission of a response. Respondents must prepare their questions in writing and send them by e-mail to the CPO.

2. Internet/E-mail Communications

The Treasurer may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this RFQ process.

3. Verbal Communications

Any verbal communication from the Treasurer's employees or its contractors concerning this RFQ is not binding on the Treasurer, and shall in no way alter a specification, term or condition of this RFQ.

4. Amendment

If it is necessary to amend this RFQ, the Treasurer will post amendments on the Treasurer's website.

5. Respondent's Costs

The cost of developing a response to this RFQ is each Respondent's responsibility and may not be charged to the Treasurer.

6. Withdrawal/Modification of Submission

Respondent may withdraw or modify its Submission at any time prior to the deadline for receipt of Submissions. For withdrawals, Respondent must submit a written withdrawal request, addressed to the CPO and signed by Respondent's duly authorized representative. In order to modify a Submission, the amended Submission must be a complete replacement for the previously submitted Submission and must be clearly identified as such in the transmittal letter to the CPO.

7. Response to RFQ is State Property

On the response due date all responses and related material submitted in response to this RFQ become the property of the State of Illinois.

8. Submission is Part of a Public Procurement File

All Submissions received by the Treasurer will be open to the public, though a Respondent may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code § 1400.2505. If Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should submit a Redacted Copy, which copy shall be clearly identified as the "Redacted Copy." In a separate attachment to the Redacted Copy, Respondent shall supply a listing of the provisions of the Submission, identified by section number, for which it seeks confidential treatment, identify the basis of each claimed exemption and show how that basis applies to the request for exemption in accordance with 44 Ill. Admin. Code § 1400.2505(l). The Redacted Copy must retain as much of the Submission as possible.

A request for confidential treatment will not supersede the Treasurer's legal obligations under FOIA. The Treasurer will not honor requests to keep entire Submissions confidential, and will in any event disclose the successful Respondent's name, the substance of the Response, and the price. In responding to a request made under FOIA, the Treasurer reserves the right to rely on Respondent's decision whether to submit a Redacted Copy with its Submission, and the Treasurer is under no obligation to notify the Respondent prior to providing a complete and unredacted Submission, with any unredacted attachments, if Respondent does not elect to provide a Redacted Copy with its Proposal as described in this Section.

9. Encouragement Regarding Hiring

Prospective Contractors are encouraged to hire qualified veterans as well as qualified Illinois minorities, women, persons with disabilities and residents discharged from any Illinois adult correctional center.

10. CPO May Cancel the RFQ

If the Treasurer's CPO determines it is in the Treasurer's best interest, the CPO reserves the right to do any of the following:

- a. Cancel this RFQ;
- b. Modify this RFQ in writing as needed; or
- c. Reject any or all submissions received for this RFQ.

11. Additional Information

The Treasurer reserves the right to request additional information and to meet with Respondents to discuss their Submissions.

Exhibit A

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct which is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;

- ii. CONTRACTOR's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

11.0 REVOLVING DOOR PROHIBITION.

CONTRACTOR certifies that neither it nor its employees and agents are in violation of section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position certain State employees and their designees from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

13.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #_____ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

Individual
 Sole Proprietor
 Partnership/Legal Corporation
 Tax Exempt
 Corporation providing or billing
 medical and/or health care services
 Corporation NOT providing or billing
 medical and/or health care services
 Other: _____

Government Entity
 Nonresident alien
 Estate or trust
 Pharmacy (Non-Corp.)
 Pharmacy/Funeral Home/Cemetery
 (Corp.)
 Limited Liability Company (select
 applicable tax classification.)
 C = corporation
 P = partnership

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. CONTRACTOR further certifies that it is a legal entity authorized to do business in Illinois prior to the submission of the bid, offer, or proposal pursuant to section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43).

16.0 APPROPRIATION.

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for payments under the terms of the contract.

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

CONTRACTOR agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

20.0 LIABILITY.

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 prohibits a contractor from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

23.0 FORCE MAJEURE.

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

24.0 ANTITRUST ASSIGNMENT.

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's

Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer's Office if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of Subsection (e). CONTRACTOR further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

28.0 DISPUTES.

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at www.ilga.gov.

29.0 THIRD-PARTY PAYMENTS.

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and

circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION

_____ The CONTRACTOR certifies that they are **not required to register** as a business entity with the State Board of Elections pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

(or)

_____ The CONTRACTOR certifies that they **have registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX

The CONTRACTOR certifies that it is not barred from being awarded a contract under section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 prohibits a contractor from entering into a contract or subcontract with a State agency if the CONTRACTOR or affiliate has failed to 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. The CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 prohibits a CONTRACTOR from entering into a contract or subcontract with a State agency if the CONTRACTOR has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last (5) years. The CONTRACTOR further acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS

The CONTRACTOR certifies that it is not barred from entering into a contract or subcontract under section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 prohibits a CONTRACTOR from entering into a contract or subcontract with the State of Illinois or a State agency if the CONTRACTOR, while the owner of a residential building, committed a willful or knowing violation of the Lead Poisoning Prevention Act. The CONTRACTOR further acknowledges that the Treasurer may declare the related contract or subcontract void if this certification is false.

35.0 BOND ISSUANCES

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-21 of the Illinois Procurement Code (30 ILCS 500/50-21). Section 50-21 prohibits State agencies from entering into contracts or subcontracts with respect to the issuances of bonds or other securities by the State or a State agency with any entity that uses an “independent consultant” as defined in section 50-21.

36.0 POLITICAL CONTRIBUTIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37). Section 50-37 prohibits business entities whose contracts with State agencies, in the aggregate, annually total more than \$50,000, or whose aggregate pending bids and proposals on State contracts total more than \$50,000, and any affiliated entities or affiliated persons of such business entity, from making any contributions to any political committee established to promote the candidacy of the office holder responsible for awarding the contract on which the business entity has submitted a bid or proposal during the period beginning on the date the invitation for bids or request for proposals are issued and ending on the day after the date the contract is awarded.

37.0 LOBBYING RESTRICTIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38). Section 50-38 prohibits a CONTRACTOR from billing the State for any lobbying costs, fees, compensation, reimbursements, or other remuneration provided to any lobbyist who assisted the CONTRACTOR in obtaining the contract or subcontract.

38.0 DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN (30 ILCS 500/50-36)

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

CONTRACTOR

By:

Signature

Name

Title

Date

DISCLOSURES
FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
(Disclosure Form A)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offers desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

- a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%	()
Ownership value exceeding \$106,447.20	()
Distributive Income Share exceeding 5%	()
Distributive Income Share exceeding \$106,447.20	()

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship _____ stock _____ partnership other (explain)

_____.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$106,447.20 or less, check here ()

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$106,447.20, show either.

The percent of ownership _____ %
or
The value of the ownership interest \$ _____

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- | | | | |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services | Yes
_____ | No
_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years. | Yes
_____ | No
_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of | Yes
_____ | No
_____ |

State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.

- | | | | |
|----|--|--------------|-------------|
| j. | Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |
|----|--|--------------|-------------|

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offersors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offersor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000. You must submit this information along with your bid, proposal or offer.

- a. Contractor/offersor shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" or "No" .

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offersor shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" or "No" .

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offersor:

Name (printed) _____ Title _____

Signature _____ Date _____

Exhibit B

Office of the Illinois State Treasurer
Michael Frerichs

Procurement Notice

Acceptance of Response to Request for Qualifications Architectural Services for the Marine Bank Building East Wall

Wiss, Janney, Elstner Associates, Inc.

For clarity, Chief Procurement Officer (“CPO”) for the Office of the Illinois State Treasurer (the “Treasurer”) is issuing this Procurement Notice pursuant to Section 1400.3005(b)(2) of the administrative rules governing procurement for the Treasurer, 44 Ill. Adm. Code 1400. This provides Notice of the CPO’s determination that it is in the best interest of the Treasurer that Wiss, Janney, Elstner Associates, Inc. (“WJE”) be authorized to submit a response to the Treasurer’s Request for Qualifications Architectural Services for the Marine Bank Building East Wall (“RFQ”).

WJE previously provided a review of the East Wall (as defined in the RFQ; “Review”) and suggestions for its repair. The Review is included as Exhibit C to the RFQ.

Given the Review is incorporated into this RFQ, other Respondents have the information needed for competitive Submissions. Further, the Review contains potential options for repair, but no specifications required of any Respondent to this RFQ. Rather, the Treasurer welcomes Submissions from Respondents that may take any approach determined to best meet the Treasurer’s needs as laid out in this RFQ.

For those reasons, the CPO issues this Procurement Notice in order to clarify its intent to accept any response to the RFQ that meets the requirements of the RFQ, including any such Submission from WJE.

January 19, 2024

Mr. Christopher M. Flynn
Deputy General Counsel & Chief Procurement Officer
Illinois State Treasurer's Office
1 East Old State Capitol Plaza
Springfield, IL 62701

1 East Old State Capitol Plaza

East Exterior Wall Remediation
Long-Term Repair Recommendations
WJE No. 2023.6767.0

Dear Mr. Flynn:

At the request of the Illinois State Treasurer's Office (ISTO), Wiss, Janney, Elstner Associates, Inc. (WJE) performed a limited assessment of the north section of the east wall of the former Marine Bank Building located at 1 East Old State Capitol Plaza, Springfield, Illinois. The assessment was performed in order to determine the structural stability of the wall, which had been recently exposed following the demolition of the adjoining structure, as well as to develop recommended repair strategies for both temporary (near-term stability and moisture infiltration issues) and long-term repairs. WJE issued a letter report on November 22, 2023, titled *1 East Old State Capitol Plaza East Exterior Wall Remediation Temporary Repair Recommendations*, that outlined recommendations to stabilize the east wall and protect it from moisture infiltration over the 2023-24 winter. This letter report serves as a follow-up to that initial report and includes further information related to the causation of damage as well as guidance related to long-term repair recommendations for the east wall.

Causation of Damage

As identified in our November 22, 2023, letter report, areas of damage and discontinuity are present across portions of the east exterior wall (Figure 1). The observed conditions generally appear to relate to pre-existing conditions; however, select items of recent damage were also noted.

Pre-Existing Conditions:

- *Concrete Masonry Unit (CMU) Infill:* Widespread areas of CMU infill lack proper lateral attachment and are haphazardly set (Figure 2). These units along with the remainder of the east infill wall appear to have been laid from the interior of the Marine Bank Building. While field of the wall areas would have been generally accessible from the inside, spandrel areas (areas outboard of the floor slabs and steel framing) would have been difficult to access. As such, the quality of the wall construction within these areas appears to have been impacted.
- *Stack Bonded Units:* Vertical strips of stack bonded CMU are located outboard of the steel columns. The stack bonded construction is of poorer quality than the typical field of wall areas. Construction issues include misaligned and offset units, mortar voids, and lack of lateral support or ties (Figure 3).

These issues all appear to be related to pre-existing original construction conditions likely impacted by limited access at the column locations.

- **Voids:** Voids of varying sizes are present across areas of the CMU backup (Figure 4). These conditions appear interrelated to interior access constraints as well as past changes to the exterior wall construction related to mechanical, electrical, and plumbing (drain lines) work.



Figure 1. Overview of north end of east elevation.

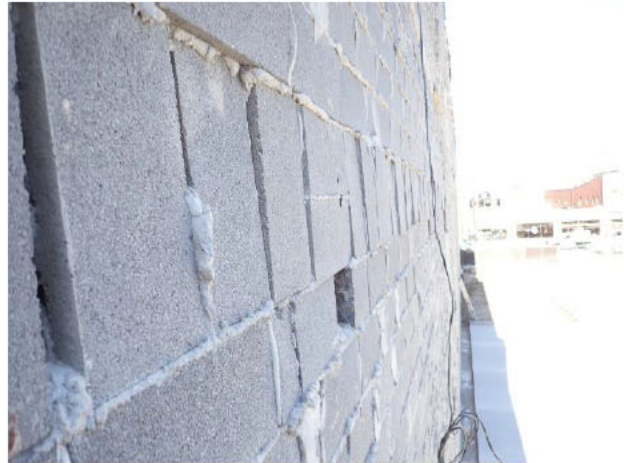


Figure 2. CMU infill outboard of steel spandrel.



Figure 3. Misaligned and unsupported stack bonded CMU.



Figure 4. Voids of varying sizes in the east wall.

Recent Damage:

In addition to the pre-existing damage, WJE also identified the following items that appear to have been directly impacted by demolition efforts.

- *Damaged Coping:* The pre-finished metal coping that previously extended across the east parapet atop of the Marine Bank Building and the adjoining structure has been locally bent, cut, and detached from its original position in order to aid in demolition efforts (Figure 5). The east end of the coping is currently not attached to the wall.
- *Limestone Panels:* Several stone veneer panels at the south end of the east elevation were found to be displaced, cracked, and gouged. Each of the below items appears to be related to recent damage consistent with impacts associated with demolition equipment.
 - The two uppermost panels within the narrow stack of units (units that are located directly below the large independently supported spandrel unit) were found to be rotated approximately 1 inch out of plane. The north end of each panel was pushed inward resulting in a counterclockwise rotation. The rotations appear related to a recent impact as the bedding surfaces above and below the rotated stone units were bright, clean, and un-weathered (Figure 6).
 - The fifth panel from the base of the wall contains a large diagonal crack that extends downward from its north edge (Figure 7). Sections of displaced stone shifted inward due to an apparent impact. The edges of the cracked stone are clean and brighter than the adjoining stone suggesting that the damage is recent.
 - Local gouges and scrapes are present along the face of the third panel from the base of the wall. The gouges and scrapes appear relatively new based on their brighter and cleaner appearance than the surrounding stone surface (Figure 8). The gouges and scrapes appear consistent with damage associated with mechanical equipment used to perform demolition of the adjoining wall.

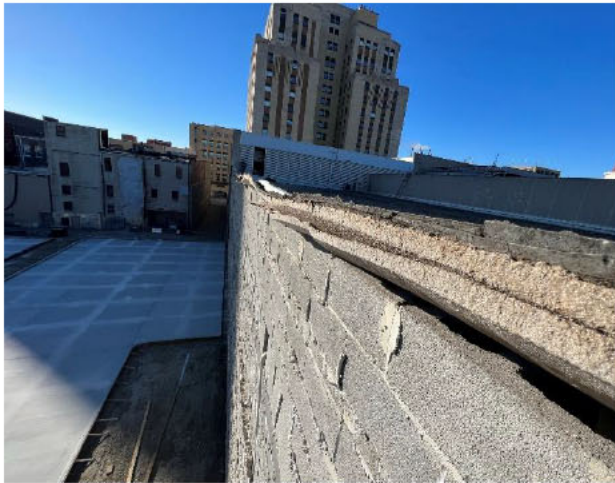


Figure 5. Detached and damaged coping along east elevation.



Figure 6. Impacted and rotated stone panel.



Figure 7. Large crack in limestone panel due to impact damage.



Figure 8. Locally damaged limestone panels.

In addition to the items noted above, other cracks and local spalls were noted within this same stack of stone veneer panels (Figure 9). The origins of these other conditions are, however, not fully clear as this damage may have predated recent demolition efforts. Further review of pre-existing conditions that were present prior to the onset of demolition efforts would be needed in order to opine on the origins of these particular conditions more definitively. Similarly, it is also possible that demolition efforts may have resulted in some of the isolated cracking and face shell holes that are present along the CMU infill wall. However, without further information or access to prior documented conditions we cannot definitively determine the cause.

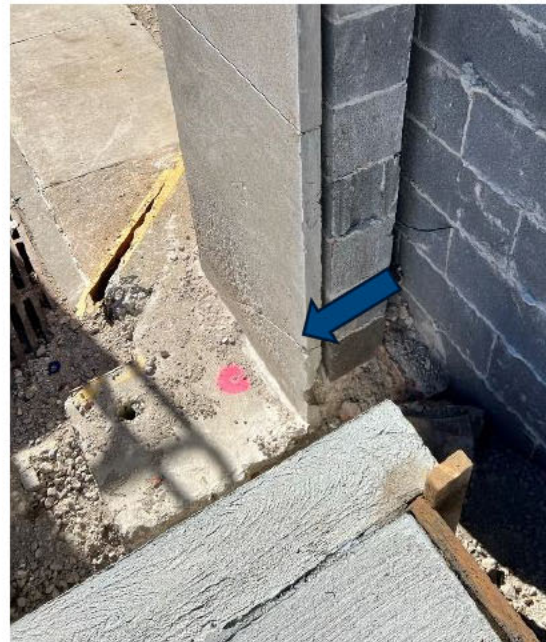


Figure 9. Cracked base panel.

Long-Term Repair Recommendations

Long-term repairs are needed along the east elevation of building to address both pre-existing and new damage in order to provide a functioning exterior wall assembly. The repairs must address structural stability issues as well as issues related to moisture ingress, air infiltration/exfiltration, and vapor drive. Repairs must also provide proper thermal resistance to achieve acceptable energy performance, reduce condensation potential, and provide overall comfort for the building occupants. (Note that energy requirements need to meet the International Energy Conservation Code (IECC) 2021 edition.) Many options and cladding systems are available, but each material/system may come with its own set of pros and cons. Factors that need to be considered include aesthetics, durability, weight, cost, and anticipated maintenance.

Due to the building's close proximity to the adjoining property, we recommend that lot lines be confirmed in order to determine if adequate room exists for the desired cladding assembly as overall assembly thicknesses vary. Regardless of the assembly selected, we recommend the inclusion of an air barrier system be provided along the outside face of the CMU backup. (Note that a permeable option is likely needed based on the presence of existing stud cavity insulation. Hygrothermal studies may be warranted prior to determining a final assembly.) The air barrier should be integrated with flashing and transition seals or membranes at all penetrations and termination conditions in order to maintain full continuity. In general, strengthening repairs at the CMU wall, which will act as a structural back-up wall for the overcladding, are needed, as described in further detail below.

Cladding Options

Brick or Stone Masonry Veneer

Traditional claddings such as stone or masonry can provide durable wall systems with low maintenance. They provide good aesthetics with the ability to match the appearance, finish, and joinery/layout of the adjoining wall areas. Masonry veneer wall systems are, however, generally more expensive than alternate cladding systems. These wall system also typically weigh more and therefore need more robust gravity supports to transfer the cladding loads to the structure and foundation. Currently no foundation ledge or other structural supports are present along the east wall. Offsets of approximately seven inches (2 inches of thermal insulation, 1 inch minimum air space, and 4 inch nominal cladding), should also be anticipated.

Metal Panels

Metal panel options include insulated metal panels (IMP), metal plate panels, or metal composite material (MCM) panels. Costs associated with metal panels may vary depending on the system, but typically are less costly when compared to brick or stone masonry veneers. Metal panels are generally low maintenance and light in weight, allowing for direct attachment to surface mounted clips or girts that can be fastened directly to the CMU backup. A number of aesthetic affects may be achieved with metal panels, but they should be considered more as a complimentary material as they will not be able to replicate the adjoining stone cladding. The durability of the metal panels can also pose some concern as they will be susceptible to impact damage and scratches, gouges, etc. along the readily accessible base of wall condition. Should metal plate panels or MCM panels be selected, they need to be used in

conjunction with low thermally conductive clips or girts (e.g., fiberglass, stainless steel) specially fabricated to reduce thermal transfer and maintain continuity of the underlying continuous insulation. Overall system depths inclusive of insulation and attachments may range from around 2 inches (IMP) to approximately 5 inches (MCM) depending on the system selected and insulation type used.

Exterior Insulation and Finish System (EIFS)

An EIFS with drainage assembly may be considered as an economical option that can provide a compact, lightweight, thermally efficient solution. Due to the fact that EIFS serves as its own thermal layer and can be adhesively applied directly to the backup (over the air/moisture barrier), overall system depths can be limited to approximately 2 1/2 inches. EIFS also provides a wide array of aesthetic options to mimic or complement the adjoining stone clad areas. Stone texture, joints, and reveals may be replicated along the east wall to provide the appearance of a continuous cladding system across the full building. EIFS is generally a low maintenance cladding but will require more diligent care than masonry or metal panel claddings as the finish coat will require periodic recoating over its life. The durability of the EIFS is also less than that of comparable options as EIFS may be susceptible to punctures, abrasions, or even damage from birds (e.g., woodpeckers). Product detailing and selections such as high impact reinforcing mesh, bird deterrent base coats, or PM (hard coat) EIFS may help to alleviate some of these issues.

In addition to the options noted above, the ISTO may wish to consider a combination of systems to capitalize on the benefits of select systems while still providing a cost effective approach. One such combination that may be worth considering is the use of a stone veneer or stucco cladding along the base of the wall to provide better durability and impact resistance while using EIFS with drainage above. Note that the base level of the east wall is located outboard of an exterior drive-lane/parking area, so overall assembly thicknesses along the lower level may be locally reduced as a thermal layer is not necessary.

Regardless of the cladding system selected, repairs to the underlying CMU backup will be required. Recommended repairs include the following:

1. Remove all temporary stabilization repairs including wood walers, sheet moisture barrier, temporary flashings and seals, and wood infill.
2. Rebuild CMU column areas. Provide lateral ties to the underlying steel column.
3. Demolish and rebuild 4 inch nominal CMU horizontal bands at each spandrel location. Provide lateral ties to the underlying steel spandrel beams.
4. Patch and infill or locally rebuild damaged sections of CMU or inset wall areas. In lieu of rebuild, form and pour reinforced grout patches to build out areas flush with the adjoining wall surfaces. Reinforcing may consist of a combination of stainless steel helical rods, small diameter stainless steel threaded rod, or steel reinforcing based on the size and configuration of the patch.

All new masonry is to be built flush to the adjoining field of the wall masonry and mortar joints are to be struck flush to facilitate the installation of an air/moisture barrier. Locally remove excess mortar or blobs (where present) and repoint joints with flush struck mortar as needed. Following repair and cure of the CMU backup, apply an air/moisture barrier across the full extents of the backup inclusive of transition

membranes at penetrations and terminations. Include a base flashing along the full length of the east wall repair area.

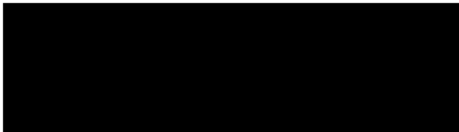
In addition to the new cladding system, which is to be provided outboard of the existing exposed CMU backup wall, repairs to the adjoining stone panel veneer stack are also required. We recommend that these repairs include the following:

1. Replace all cracked and damaged limestone panels in kind. Match stone size, thickness, and overall appearance. Note that due to the number of panels that were damaged during the demolition (4 panels) as well as those that had pre-existing damage (three panels), it may be worth considering replacement of this full stack of panels (nine total) for aesthetic reasons. Alternatively, the ISTO may wish to consider Dutchman stone repairs and/or stone mortar patching for the repair of panels with less damage (e.g., spalled, and gouged units) as a cost savings effort.
2. Provide new 300 stainless steel kerf anchors for new and existing stones. Anchorage shall be capable of resisting lateral loads associated with both wind and seismic events.

We appreciate the opportunity to assist you in this project and remain available to answer any questions that you should have or to further discuss available long-term repair options. At your request, we can also develop detailed drawings and specifications, which may be used for pricing/bidding, permitting, and construction of the long-term repairs.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Kevin A. Kalata, RA, SE
Principal

Exhibit D

Survey

Exhibit E

Agreement for Architectural Services for Marine Bank Building East
Wall

**AGREEMENT FOR ARCHITECTURAL SERVICES
FOR MARINE BANK BUILDING EAST WALL**

This Agreement for Architectural Services for Marine Bank Building East Wall (“Agreement”) is hereby entered into by and between the **Office of the Illinois State Treasurer** (“Treasurer”) and ___ (“A/E”) and is effective as of the last dated signature of the parties.

WHEREAS, the Treasurer owns the Marine Bank Building located at One East Old State Capitol Plaza, Springfield, Illinois (“Building”);

WHEREAS, the exterior east wall of the Building (“East Wall”) has been recently exposed and sustained damage following the demolition of an adjacent wall;

WHEREAS, the East Wall requires remediation allowing for safety and structural stability as well as an exterior appearance similar to the remainder of the Building (“Project”);

WHEREAS, on April 9, 2024, the Treasurer published a Request for Qualifications Architectural Services for Marine Bank Building East Wall 370-800-24-024 (“RFQ”), seeking a qualified architectural and engineering firm to assist in the renovation and upgrades;

WHEREAS, the A/E submitted, prior to the May 1, 2024 opening of submissions, the qualifications found to be most advantageous to the Treasurer; and

WHEREAS, the Treasurer selected the A/E pursuant to the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1 *et. seq.*) to provide the services set forth in the RFQ, and the A/E has agreed to provide such services.

NOW THEREFORE, the Treasurer and A/E agree as follows:

ARTICLE 1 Definitions

- 1.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.
- 1.2 **Agreement.** The Agreement is composed of these documents; however, references to the Capital Development Board (“CDB”) in implementing the Standard Documents for Construction and the Design and Construction Manual shall be the Treasurer for the purposes of this Agreement:
 - A Agreement for Architectural Services for Marine Bank Building East Wall
 - B Standard Documents for Construction
 - C Design and Construction Manual
 - D Program Statement and/or Scope of Work Attachment

E Any Approved Modifications to the Agreement

- 1.3 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.
- 1.4 **Architect Engineer (A/E).** The Architect/Engineer (A/E) is the firm, and its consultants, that prepare the bidding documents and have certain construction phase duties under contract to the Treasurer.
- 1.5 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the coordinating contractor for the limited purposes of scheduling and coordination of the work. This assignment is limited and the Treasurer retains certain rights of the contract.
- 1.6 **Change Order.** A change order is a written change in a contract term, other than as specifically provided for in the contract, which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time to completion.
- 1.7 **Modification.** A modification is a written change order to a professional services Agreement.
- 1.8 **Contractor.** The contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a construction contract with the Treasurer.
- 1.9 **Coordinating Contractor.** The designated contractor for the Project to whom the Treasurer may assign limited administration of the other contracts.
- 1.10 **Direct Wage Expense (DWE).** Actual hourly wages paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses.
- 1.11 **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.
- 1.12 **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the contractor (or assigned contractor or coordinating contractor), who furnishes any goods or services of any kind under a subcontract entered into with a construction contract with the Treasurer's contractors. This legal definition shall govern in general, but various Articles and Sections in this Agreement shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes onsite installation labor. Suppliers are business entities that furnish only goods produced off site which will be incorporated into the work by others. For the purposes of this Agreement, except where otherwise specified as a subcontractor to a general or other contractor, "subcontractor" shall include consultants, as defined below.
- 1.13 **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an Agreement with the A/E for purposes of fulfilling, or assisting the A/E

in fulfilling the services required by this Agreement between the A/E and the Treasurer.

- 1.14 **Moveable Equipment.** Equipment that is not fixed to the building structure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the A/E nor installed by the contractor(s). A budget amount for moveable equipment may be included in the total Project funding, but that amount will not be included in the Construction Budget and shall not be used in the calculation of the Basic Services Fee.
- 1.15 **Work.** The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.16 **Substantial Completion.** A condition which occurs when the Treasurer accepts the certification of the A/E that construction is sufficiently complete in accord with the contract documents such that the Project, or a designated portion thereof, may be occupied or utilized by the Treasurer for its intended purpose.
- 1.17 **Final Acceptance.** A condition which occurs when the Treasurer accepts the certification of the A/E that the contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final payment in full, including all retainage.

ARTICLE 2 A/E'S RIGHTS AND RESPONSIBILITIES

- 2.1 **A/E's Principal in Charge.** The A/E's contact identified in Article 32 of this Agreement shall be the principal in charge for the Agreement. The Treasurer shall address all questions and concerns about this Agreement and the A/E's performance of its duties of the Agreement to the A/E's principal in charge.
- 2.2 **Federal and State Laws.** All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the Project shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written therein in full.
- 2.3 **Project Codes, Standards and Regulations.** The A/E shall prepare any relevant bidding documents in accordance with the CDB Design and Construction Manual.
- 2.4 **Building Codes.** The A/E shall design the Project in substantial compliance with building codes formally adopted by the unit of local government in which the Project is located. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued. All requests for deviation shall be documented by the A/E in writing and subject to approval by the Treasurer.
- 2.5 **Legal Responsibility.** Notwithstanding any other provision herein, the A/E shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The A/E shall be responsible for the performance of persons retained by the A/E and states that its consultants, subcontractors, agents, employees, and officers shall possess the experience, knowledge, and character to properly perform their duties.

- 2.6 **Standard of Project Quality.** The A/E shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to the Treasurer early in the design process for review.
- 2.7 **A/E's Consultants.** The A/E shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and be required to complete the Project scope. Professional consultants shall be pre-qualified in their respective professions with CDB. The A/E shall complete and submit Appendix B to the Agreement.
- 2.8 **Listing All Consultants to Be Used on the Project.** The A/E shall include in Appendix B, all consultants it intends to use. Exceptions to this requirement may be requested by the A/E in writing and are subject to the Treasurer's approval.
- 2.9 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the Project or work thereon.
- 2.10 **Contractor Performance Evaluation.** The A/E will, at the completion of construction and as requested by the Treasurer, prepare an evaluation of each contractor's performance.
- 2.11 **Defaulting Contractor.** The A/E, in the event of default by any contractor, agrees to work in concert with the Treasurer and the surety for the defaulted contractor to ensure completion of the relevant contract. The A/E may be entitled to additional compensation for services provided in assisting the Treasurer in completion of the defaulted contract, subject to the mutual agreement of the Treasurer and the A/E.
- 2.12 **Redesign.** Should the lowest responsible competitive bid obtained on any contract be in excess of the final detailed statement of probable construction costs, to the extent that the Treasurer elects not to award the Project, the Treasurer may request the A/E, in consultation with the Treasurer, redesign and re-bid the Project within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage. However, should the Treasurer elect not to redesign, the A/E shall not lose its right to compensation in accordance with Article 4.
- 2.13 **Addenda and Change Orders.** Upon notice or discovery, and as directed by the Treasurer, the A/E shall perform the required professional services to issue an addendum to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.
- 2.14 **Project Schedule.** The Project schedule is included in the Agreement as shown on Appendix A. The A/E will be required to maintain the schedule without delay. Changes to the schedule will be by written modification duly executed by both parties.

ARTICLE 3 TREASURER RIGHTS AND RESPONSIBILITIES

3.1 **Project Manager (PM).**

- A The Treasurer's contact identified in Article 32 of this Agreement will be the PM for the Project who shall be the Treasurer's primary representative in the administration of this Agreement. The A/E will report to the PM.
- B The PM shall be the liaison between the A/E and the Treasurer. All correspondence between the A/E and the Treasurer shall be communicated to the PM.

3.2 **Treasurer Review.** The Treasurer shall have the right to review and accept the A/E's submittal of the respective phases of design services for conformance with the provisions of this Agreement and to require a written response to all questions raised regarding such services. the Treasurer's review and any acceptance of the A/E's submittal does not relieve the A/E of its responsibilities.

3.3 **Interpretation of Agreement.** The Treasurer shall have the authority to determine questions of fact that arise in relation to the interpretation of this Agreement and the A/E's performance hereunder. However, such determinations, except terminations of the contract, are subject to alternative dispute resolution (ADR) as described herein. Unless the parties agree otherwise, such determinations and/or mediation procedures shall not be cause for delay of the performance of this Agreement. The A/E shall proceed diligently with the performance of this Agreement and in accordance with the Treasurer's decision whether the A/E or anyone else has an active claim pending. Continuation of the performance of this Agreement shall not be construed as a waiver of any rights accruing to the A/E.

3.4 **Error/Omission Change Order Policy.** The Treasurer reserves the right to recover from the A/E all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the A/E. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery.

3.5 **Ownership, Dissemination and Publication of Documents.** The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the A/E pursuant to this Agreement, including the copyrights, shall be the property of the Treasurer. All documents listed above may be issued for informational purposes without additional compensation to the A/E. The A/E is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided. In the event the Treasurer uses any such materials noted herein without utilizing the A/E for the materials' dissemination, the Treasurer releases the A/E and any relevant Consultant from all claims and causes of action arising from such uses.

3.6 **A/E Performance Evaluations.** The Treasurer will evaluate the performance of the A/E at the completion of the design and construction phases or as deemed appropriate by the Treasurer. The Treasurer may also request other contractors to evaluate the A/E. The A/E has the right to review and respond to its performance evaluations, provided that the

Treasurer's acceptance of any such response shall not be deemed agreement therewith.

ARTICLE 4 COMPENSATION AND PAYMENT

- 4.1 **Appendix A.** An attachment to the Agreement that delineates the compensation to the A/E for the various services agreed upon and establishes the Project schedule. Each compensation amount or reimbursable budgets established will be exclusive for that service only and shall not be used for other services without written modification duly executed by both parties per Section 4.3.
- 4.2 **Basic Services Fee.** As compensation for design, bidding, construction and close-out phase services under the Agreement, the A/E shall receive the basic services fee as set forth in Appendix A.
- A **Design Phase Compensation.** Progress payments shall be paid to the A/E upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, the A/E shall submit evidence of services completed that is acceptable to the Treasurer.
- B **Bidding Phase Compensation.** This compensation is payable upon completion of the analysis of bids received and submittal of acceptable electronic and paper bidding documents to the Treasurer. Compensation for services performed in this phase is payable to the A/E regardless of the Treasurer's ability to award the Project based on bids received as compared to available funds.
- C **Construction Phase Compensation.** Progress payments will be paid to the A/E in installments proportional to the percentage of construction completed.
- D **Project Closeout Phase Compensation.** This compensation is payable in one lump sum payment upon completion of all contracted services as set forth in Article 16, (Project Closeout Phase), except the requirements set forth in Section 16.7, (Nine Month Inspection), are not required to be completed as a pre-requisite for full payment. In circumstances of protracted duration of the closeout phase through no fault of the A/E, the A/E may petition the Treasurer for partial compensation for services completed.
- E The expense of administering subcontracts shall be considered a basic service.
- 4.3 **Changes in Contract Scope or Compensation**
- A Changes to the contract may only be made by written modification duly executed by both parties.
- B The A/E will not perform any work outside the written scope of work or any work reflecting a scope change (as described in Section 4.4) until a written modification pertaining to same has been executed.

- C Reimbursables (including on-site observation) may only be expended per the line-item description and amount listed on Appendix A. No reimbursable work may be authorized or paid for more than the individual line item amount or for work other than the individual line item description.
- D Upon receipt of the A/E's final payment application and in accordance with Section 16.8.C, the Treasurer shall be permitted to make final adjustments to the budgetary values indicated in Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.

4.4 **Changes in Scope and Funding.** Should the Treasurer elect to change the Project scope to the extent that services to be performed by the A/E are substantially altered, then the Treasurer and the A/E will negotiate an equitable adjustment in the A/E's compensation per Section 4.3.

- A Changes to design requested or approved by the Treasurer in the preparation of the bidding documents may be compensable as additional services if the requested change adds services or requires revisions to previously accepted documents.
- B Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of A/E services.

4.5 **Omitted.**

4.6 **Additional Services.** The A/E shall provide additional services germane to the Agreement when authorized by the Treasurer in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with the Treasurer.

- A At the Treasurer's option, compensation may be based on a negotiated not-to-exceed fee payable at direct wage expense (DWE) times the overhead and profit multiplier rate shown on Appendix A. Evidence of DWE and time expended shall be furnished to receive payment.
- B Change orders which alter the Project scope shall, with prior approval of the Treasurer, be prepared and processed as additional services.

4.7 **On-Site Representative Compensation.** Appendix A indicates the allowance for on-site compensation. The A/E must provide site visit reports to receive compensation as set forth herein. Should the A/E anticipate a need for additional on-site compensation, a written request for said expenses shall be submitted to the Treasurer for review in a timely fashion. No additional on-site observation beyond that authorized in the contract shall be done until a modification has been executed per Section 4.3.

- A The A/E shall be reimbursed the actual DWE of the approved on-site representative times the overhead and profit multiplier indicated in Appendix A. Proof of the on-site representative's DWE shall be submitted with the applicable

pay requests.

B Full-time, on-site representatives (5 days/week) shall not be reimbursed for travel time. Part-time on-site representatives may bill up to a maximum of three hours per day of actual travel time to and from the Project site at their DWE rate times any overhead and profit multiplier indicated in Appendix A.

- 4.8 **Reimbursable Expenses.** The A/E may be reimbursed for actual costs of each reimbursable service if set forth in Appendix A. Unless approved in writing by the Treasurer, no mark-up will be allowed. The A/E shall provide evidence of an authorized expense when requesting any reimbursement. Should the A/E require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable line items in Appendix A, a written request for said change shall be submitted to the Treasurer for review in a timely fashion. No reimbursable work shall be authorized, or expenditure made until a modification has been processed per Section 4.3.
- 4.9 **Withholding of Payments.** The Treasurer may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the A/E's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants, and failure to adhere to terms of this Agreement.
- 4.10 **Pay Request.** The A/E requests for compensation shall be in accordance with Appendix A of the Agreement and as described in this Article.
- 4.11 **Performance of Services.** Payments of the Basic Services fee are based, in part, on the assumption that the entire contracted scope of services will be performed. If the entire contracted scope of services is not performed by the A/E, then the Treasurer reserves the right to recoup monies to achieve a fair and reasonable compensation.

ARTICLE 5 INSURANCE REQUIREMENTS

- 5.1 **General.** The A/E shall purchase and maintain insurance coverage as set forth herein for the life of the Agreement. The Treasurer shall exercise sole discretion to determine the acceptability of the A/E's insurance carriers as of the time of contract execution. After execution, if the A/E chooses to change carriers, Treasurer approval is required. After execution, if the Treasurer requires the A/E to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by the Treasurer.
- 5.2 **A/E's Duty to Maintain Insurance.** The A/E shall have the duty to confirm that the terms of all insurance comply with the Agreement. No action or failure to act on the part of the Treasurer shall constitute a waiver of any requirement.
- 5.3 **Failure to Maintain.** If the Treasurer determines at any time that the insurance does not meet the requirements, this shall constitute a material breach of the Agreement and the Treasurer shall provide prompt notice to the A/E and, in its sole discretion, may take measures to protect itself and the public from the effect of the A/E's breach.

5.4 Evidence of Insurance.

- A The A/E shall file with the Treasurer evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. PDF copies will be accepted:
1. A binder or Certificate of Insurance, or
 2. The complete insurance policy.
- B The Agreement will not be executed until acceptable evidence of coverage is on file with the Treasurer. The A/E shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The Treasurer may stop payment to the A/E if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the Treasurer to receive policies or certificates or to demand receipt be construed as a waiver of the A/E's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.
- C The Certificate of Insurance shall include the Treasurer as an additional named insured for occurrences arising, in whole or part, out of the work and operations performed. This does not apply to Workers Compensation and Professional Liability policies.

5.5 General Liability Insurance Requirements.

- A Comprehensive Automobile Liability. Required minimum insurance coverages. The policy shall cover owned, non-owned, and hired vehicles.
- a. \$ 500,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Per Occurrence
 - c. \$ 500,000 Property Damage Per Occurrence
 - d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.
- B **Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the A/E's negligence.

The general aggregate limit shall be endorsed on a per project basis.

- a. \$1,000,000 Bodily Injury Per Person
- b. \$1,000,000 Bodily Injury Aggregate Limit

- c. \$ 500,000 Property Damage per Occurrence
- d. \$1,000,000 Property Damage Aggregate Limit
- e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

C **Umbrella or Excess of Loss Coverage.** If the limits specified in Section 5.5.A and 5.5.B are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

5.6 Worker’s Compensation Requirements.

A **Statutory Requirement.** Worker’s compensation shall be provided in accordance with the provisions of the Illinois Workers’ Compensation Act, as amended, 820 ILCS 302/1 *et seq* (“Act”). Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance. 820 ILCS 305/4(a).

B The A/E may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the A/E shall obtain a certificate from the Illinois Industrial Commission, Office of Self- Insurance Administration, Springfield office.

C Employers Liability

- | | |
|--------------------------|-----------|
| 1. Each accident | \$500,000 |
| 2. Disease-policy limit | \$500,000 |
| 3. Disease-each employee | \$500,000 |

D The worker’s compensation insurance carrier, or self-insurance service agency where applicable, shall certify that, to the best of its knowledge, the A/E has properly reported wage and workforce data and made premium payments in compliance with Illinois’ rates and worker classifications.

5.7 Professional Liability Insurance Requirements. Professional liability insurance shall cover the A/E against claims the A/E may become obligated to pay arising out of the performance of the A/E under the Agreement and caused by any error or omission of the A/E or of any person employed by the A/E, or any others for whom the A/E is liable. The limit amount of the insurance shall be on a per claim basis.

- A The required coverage is stated in the Agreement.
- B If Project funding increases, the required coverage amount may be increased by modification.

ARTICLE 6 TERMINATION

6.1 Termination without Cause. The Treasurer may elect to terminate this Agreement any time upon thirty (30) days' notice. Upon termination, the Treasurer will pay for work requested by the Treasurer and satisfactorily completed prior to the date of termination, as well as any corresponding reimbursable expenses and unavoidable non-labor costs, as determined by the Treasurer in a reasonable manner. The A/E shall deliver to the Treasurer all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the A/E in the performance of services under this Agreement, whether complete or in progress. The A/E shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed made before the termination assume that the entire contracted scope of services will be performed. The Treasurer reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the A/E, to establish a fair and reasonable amount of final compensation.

6.2 Termination for Cause. This Agreement may be terminated by the Treasurer under any of the following circumstances:

- A The A/E fails to furnish satisfactory performance within the time specified;
- B The A/E fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- C Any goods or services provided under this Agreement are rejected and are not promptly replaced or corrected by the A/E or repeatedly rejected even though the A/E offers to replace or correct the goods or services promptly;
- D There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain this Agreement;
- E The A/E is guilty of misrepresentation in connection with another contract for services to the State;
- F The A/E is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- G Change in federal or State law or rules, or the A/E's, or Treasurer's policies that would frustrate the purpose of this Agreement;
- H The A/E disregards or violates any applicable laws, rules, or the Treasurer's

instructions, acts in violation of any provision of this Agreement, or this Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States; and

I Any other breach of contract or other unlawful act by the A/E occurs.

Prior to terminating this Agreement for cause, the Treasurer may issue a written warning that outlines the remedial action necessary to bring the A/E into conformance with this Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by the A/E within five (5) business days of the date of the second written warning, this Agreement may be cancelled and the Treasurer may recover any and all damages pursuant to 44 Ill. Adm. Code 1400.4015. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

The Treasurer reserves the right to recoup any or all previous payments, or deduct from payments due the A/E, then or thereafter, for the cost of correcting such deficiencies with a competing architectural or engineering firm and, including but not limited to, the cost of additional architectural or engineering services made necessary by such failure to perform. The Treasurer may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the A/E. If the Treasurer's expenses in completing the Agreement exceed the unpaid balance or the Agreement sum, the A/E shall pay the difference to the Treasurer.

Should the Treasurer terminate the A/E after bidding and prior to completion of the Project, the Treasurer shall not waive any claim it may have because of errors or omissions, except that the terminated A/E shall not be liable for any changes to the documents made by another architectural or engineering firm contracted by the Treasurer to complete the Project.

ARTICLE 7 GENERAL PROVISIONS

- 7.1 **Cooperation with the Treasurer's Consultants.** The Treasurer reserves the right to execute other agreements in connection with the Project. The A/E agrees to cooperate with any consultant retained by the Treasurer, but the A/E shall not be contractually responsible for such consultants.
- 7.2 **Non-Assignment.** The A/E acknowledges that the Treasurer is induced to enter into this Agreement by, among other things, the professional qualifications of the A/E. The A/E agrees that neither this Agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the Treasurer. The Treasurer may assign this Agreement, or certain responsibilities hereunder, or coordinate with other entities as needed, in order to facilitate payment to the A/E.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- 8.1 **General.** Except as otherwise provided below, the Treasurer will resolve disputes and

its decision will prevail unless otherwise removed to a court of competent jurisdiction. The Treasurer expressly retains all rights under the Articles titled the Treasurer Rights and Responsibilities and Termination and Suspension of the Agreement contained herein. the Treasurer's exercise of its rights shall not be subject to ADR, but disputes concerning amounts due and owing may be subject to ADR. Legal rights and remedies of any party that may be provided by law shall not be waived or tolled by participation in ADR, unless otherwise agreed in writing.

8.2 **Not a Cause for Delay.** The Treasurer's decisions or pending ADR shall not be cause for delay of the work. The A/E shall proceed diligently with the performance of this Agreement and in accordance with the Treasurer's decision whether the A/E or anyone else has an active claim pending. Continuation of the performance of this Agreement shall not be construed as a waiver of any rights accruing to the A/E.

8.3 **Definitions.**

A **Dispute:** Any contested claim or matter growing out of the Project or the Treasurer's Project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination, contractor prequalification suspension, or any other action on prequalification.

B **Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with the Treasurer whose performance of its contract relates in any way to the dispute or claim.

C **ADR:** ADR is a process conducted with the assistance of a neutral person or persons (a "neutral") the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.

8.4 **Cooperation.** In the event that disputes arise, the Treasurer and the A/E agree to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, the Treasurer and the A/E agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. The Treasurer and the A/E agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the A/E and the Treasurer agree to have in attendance a person with actual authority to resolve the dispute. If the parties to the dispute cannot agree on a form for ADR or a neutral to facilitate the ADR, then the Treasurer shall make the determination and its determination shall be final.

- 8.5 **Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.
- 8.6 **Subconsultants.** The A/E shall require its subconsultants to agree to and be bound by this Article.
- 8.7 **Confidentiality.** As may be allowed under FOIA, the parties agree that any ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be deposed or called to testify in any subsequent litigation.

ARTICLE 9 STATUTORY REQUIREMENT

The A/E shall comply with all State and Federal requirements governing the design of the Project and this Agreement.

ARTICLE 10 BASIC SERVICES

- 10.1 **General.** The A/E shall provide the services indicated and further described herein in accordance with the terms and conditions of the Agreement as well as all applicable law, rules, and regulations (collectively, the “Services”). Due to current parking arrangements, the A/E shall provide the Services in a manner contemplated to ensure remediation and structural stability of the East Wall no later than October 31, 2024.
- A Collect any Project criteria from the Treasurer and verify all required programming needs;
 - B Prepare a Project design schedule to be used during all phases of the Project;
 - C Prepare a Project design that minimizes impact on adjacent property;
 - D Prepare and present conceptual designs and layouts and final design options for review and approval by the Treasurer;
 - E Develop an estimated cost for construction;
 - F Prepare detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor and any subcontractors to a general contractor;
 - G Submit final plans and drawings to local governmental entities, as necessary, in order to obtain all legally required approvals, licenses, and/or permits;
 - H Assist the Treasurer with preparation and distribution of construction bid documents;

- I Assist the Treasurer with the selection of contractors, where appropriate, including making such selections through the use of existing statewide master contracts, where practicable;
- J Assist the Treasurer with bid review and preparation of all necessary construction contract documents, including any American Institute of Architects contract documents;
- K Perform regular site observation of contractor and subcontractors performing work under any resulting construction, waterproofing or similar contract for the Project, and employees or personnel of such contractor and subcontractors, for adherence to design and construction specifications;
- L As requested by the Treasurer, opine on all change order requests as may be submitted by the awarded general contractor as well as any other contractors or subcontractors to the Treasurer for approval;
- M Respond to questions and issues in a timely manner that arise during design and construction;
- N Assist in obtaining all necessary permits from local government entities, and any similar licenses or permits that may be necessary or appropriate for occupancy;
- O Prepare and submit to the Treasurer all “as-built” drawings at the conclusion of the Project;
- P Attend regular meetings with the Treasurer as further defined in Section 10.3;
- Q Develop preliminary drafts of drawings, schedules or other documents related to the Project for the Treasurer’s review and comment;
- R Consult with, and provide appropriate guidance to, the Treasurer on budgetary and funding matters;
- S Consult with, and provide appropriate guidance to, the Treasurer on Project scheduling considerations; and
- T Serve as a general resource to the Treasurer regarding the scope of work and any Project issues.

10.2 **Design Criteria and Policies.** The A/E’s basic services shall incorporate all services and requirements as stated in the Appendix A.

10.3 **Meetings.** The A/E shall be in attendance at, and record minutes of, all meetings required by this Agreement throughout the course of the Project as set forth herein. The A/E shall distribute copies of meeting minutes to participants and other interested parties as directed by the Treasurer within seven (7) calendar days. A/E consultants shall attend each meeting as appropriate or as requested by the Treasurer.

- A Orientation / Fee Negotiation
- B Design Submittal Review(s)
- C Pre-Bid
- D Pre-Construction
- E Construction Pay/Progress
- F Substantial Completion
- G Final Acceptance

10.4 **Monthly Progress Reports.** The A/E shall submit monthly progress reports of design/construction activities to the Treasurer. Failure to submit monthly reports may result in delay to the A/E's progress payments. The report shall include:

- A Activities completed and items pending since last report;
- B Projected progress;
- C Comparison of schedule and actual progress; and
- D Decisions or information required.

10.5 **Site Surveys.** If requested by the Treasurer, the A/E shall be required to provide or obtain surveys essential to the design and construction of the Project as a basic service. The A/E is responsible for obtaining its own benchmarks, location of utilities, and topography information for establishing building and site improvements locations.

10.6 **Utility Agreements.** The A/E shall review each Agreement between a public utility and the Treasurer to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the Project design. The A/E shall include all utility costs in the Proposed Project Cost Budget (PPCB) form at 100% design submittal.

10.7 **Permits.** When specifically directed by the Treasurer, prior to the bidding phase, the A/E shall provide the local authority (or authorities, where more than one local authority has jurisdiction) with sufficient design documents as it may require for purposes of review and/or issuance of general building permits. The A/E shall provide the Treasurer with all review correction notices or comments issued by the local authority. When directed by the Treasurer, the A/E shall make corrections to the documents and resubmit to the local authority for review and/or issuance of permits.

The A/E shall design to the standards necessary to receive permits from municipal, state and federal agencies having jurisdiction over any aspect of the Project. (EPA, IEPA,

Army Corps of Engineers, Water Reclamation Districts, etc.), and shall be responsible to submit for and obtain such permits.

10.8 **Application of Professional Seals.** Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the architect, structural engineer or professional engineer responsible for the document or under whose supervision the document was prepared.

A Drawings, including record drawings, shall be sealed in the prescribed manner above.

B For Project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of the Project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.

C The Treasurer will waive the requirement for professional seal for asbestos abatement projects prepared by a Certified Industrial Hygienist (CIH), providing the CIH binds a copy of its valid IDPH issued license in the Project Manual immediately after the Table of Contents and provides two additional copies of the license to the Treasurer.

ARTICLE 11 PROJECT BUDGET AND ESTIMATING

11.1 Project Budget.

A The Project budget is the total funding available for the Project. Any changes to the Project budget will be issued in writing by the Treasurer. The construction budget indicated on Appendix A is the funds available for construction. The Design Budget indicated on Appendix A represents ninety percent, (90%), of the construction budget. The Base Bid design cannot exceed the design budget unless authorized in writing by the Treasurer.

B The A/E shall use the PPCB to show the distribution of the Project costs.

11.2 **Contingency Budget.** Ten percent (10%) of the construction budget shall be set aside for the Project contingency. When appropriate, the Treasurer may permit the base bid to be designed up to a value estimated at 95 percent of the construction budget for selected projects.

11.3 **Alternate Bids.** The A/E shall prepare the bidding documents to include all elements of the work. When the base bid design clearly exceeds the design budget, the A/E shall evaluate the components of the design and move any portion not essential to the function of the Project to an alternate bid. All alternate bids shall be clearly identified on the PPCB form.

A Alternate bids may not be included in the Project without permission of the

Treasurer.

- B The A/E shall develop in conjunction with the PM an order of priority to be used in awarding alternates.
 - C When the base bid design fully accomplishes the scope of work, alternate bids that enhance the base bid qualify for additional service compensation.
 - D The Treasurer may negotiate an adjustment to the construction phase services fee for services not rendered as a result of not awarding any alternate.
- 11.4 **Estimates.** Estimates of probable construction costs shall be prepared at each stage of the project design phase. The A/E shall submit these estimates with each review submittal. Itemized and detailed final estimates incorporating all addenda are required prior to the bid opening. The Treasurer reserves the right to cancel the bid opening if the estimate is not submitted prior to the bid opening. The A/E shall be responsible for all costs incurred including re-bidding for failure to comply with the provisions of this Article.

ARTICLE 12 DESIGN PHASE

- 12.1 **Moveable Equipment.** The responsibility for specifying, purchase, and installation of moveable equipment is that of the Treasurer and the Department of Central Management Services.
- A The A/E shall cooperate by providing the Treasurer with dimensional, color finish, etc. information necessary to specify any equipment not included in the Project.
 - B The A/E will be compensated with Additional Services for any design and specification related to moveable equipment requested by the Treasurer beyond that described above.
- 12.2 **Telecommunications Equipment.** Telecommunications or radio equipment for State facilities may fall under the jurisdiction of the Division of Telecommunications, Department of Central Management Services. The Treasurer will instruct the A/E when/where outlets, conduits, wiring, etc. are to be included in the Project. As directed by the Treasurer, the A/E agrees to coordinate with utility companies and other agencies.
- 12.3 **Program Analysis.**
- A Review and coordinate the data contained in the Project scope statement, consult with designated representatives of the Treasurer when required and visit the Project site to obtain a thorough understanding of the existing conditions and the Project.
 - B Provide a program analysis report containing the coordinated Project scope supplemented by all other information necessary to form a complete basis for the

Project design, including field verification of any information provided by the Treasurer.

1. For remodeling projects, the A/E shall provide a statement of the status of asbestos inspections and/or abatement. The A/E shall review the asbestos inspection report and/or management plan, where available, and note any possible disturbances of asbestos-containing materials as a result of the Project. The A/E will provide a listing of the type and quantity of materials tested positive that will be disturbed. Note also, any materials listed as “assumed” to be positive for containing asbestos and indicate the quantity of samples proposed to be taken and sampled to verify the assumed condition. CDB Form 9 as provided in the CDB Manual for Statewide Asbestos Surveys (most current edition) is an acceptable format for this purpose.
2. The A/E shall provide an opinion of probable construction costs including any asbestos abatement in scope itemization format. The opinion should incorporate the 10% contingency budget as outlined in Section 11.2 of this Agreement.
3. The A/E shall provide the estimated duration of Project construction schedule including asbestos abatement.

C Resolve, in consultation with the Treasurer, any discrepancies in the Project scope or budget prior to proceeding to the applicable design phase as set forth in the Project schedule as indicated on Appendix A of the Agreement.

12.4 Schematic Design.

- A Based on the program analysis, the A/E shall prepare up to three (3) design studies for review and consideration by the Treasurer. Design studies may include written descriptions and alternatives, drawings and other documents as appropriate.
- B Cost estimates for each schematic design study shall be provided.
- C Upon review and comment of the schematic design by the Treasurer, the A/E shall proceed to the applicable design level for one of the proposed designs as modified by any comment during the review.

12.5 Design Development.

- A Prepare design development submittal based on the program analysis and accepted schematic design. Submittal shall illustrate the resolution of all building and site elements.
- B The A/E shall not proceed beyond design development phase until provided with a written statement properly endorsed by the Treasurer signifying acceptance of the proposed design. Acceptance statement shall include all agreed upon revisions to the design submitted.

12.6 Bidding Documents.

- A Prepare bidding documents consisting of Project Manual, Bid Form(s), and Drawings based on the accepted design development submittal, including all agreed upon revisions, in a form suitable for public bidding of contracts in conformance with the Treasurer's Rules and Regulations governing procurement.
- B Documents shall be submitted and reviewed at the stages of completion as set forth in Appendix A. Each submittal will contain, (at a minimum) the Project Manual, Drawings, detailed cost estimate and PPCB form.
- C Additional information to be submitted to the Treasurer by the 100 percent bidding documents submittal includes the final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work, explanation of factors used in determining specified construction duration and executed utility Agreements, as applicable.

12.7 Review Process.

- A Submit documents for review as required by the Agreement. The A/E shall provide up to ten (10) sets of review documents for the Treasurer for each review. The Treasurer shall reimburse the A/E for additional review sets.
- B Following the reviews, the A/E shall respond to the Treasurer in writing to all review comments and questions within fourteen (14) calendar days.

ARTICLE 13 BIDDING PHASE

- 13.1 **Master Contracts.** Where possible, and subject to the approval of the Treasurer, the A/E shall assist the Treasurer with the utilization of Statewide master contracts for the performance of construction or related services.
- 13.2 **General.** All bidding documents require the approval of the Treasurer prior to the A/E printing and distributing documents to the public. Upon approval, the A/E shall sign, seal and date all drawings and the Project Manual with the same date. Dates shall reflect the most recent state of completion.
- 13.3 **Official Advertisement for Bids.** The Illinois Procurement Code (30 ILCS 500/1 *et seq.*) requires that contracts shall be advertised at least fourteen (14) calendar days before the bid opening. The A/E shall provide type of contract(s) to be bid and estimate information necessary for the advertisement to the Treasurer.
- 13.4 **Document Distribution.** The reproduction and distribution of bidding documents is the responsibility of the A/E. The A/E shall maintain an accurate record of all vendor provided printing costs. "In-House" printing of bid sets is permitted when included in the Agreement.
 - A The A/E shall distribute bid documents to all interested bidders, subcontractors,

suppliers, etc.

- B Plan holders shall make a reasonable plan deposit, (as determined by the A/E with the Treasurer concurrence) or be a member of a non-cash deposit program in accord with the advertisement for bids. The A/E shall comply with all the Treasurer supported non-cash deposit programs. The plan deposit may be cash or company check. Plan holders that return bidding documents within forty-five (45) calendar days of the bid opening shall have their deposit returned to them. The A/E will return the deposit within 10 days of receipt of bidding documents if the plans are in good reusable condition. The contractors awarded the work shall not be required to return their bidding documents, but their deposits shall be returned to them. An accurate record of all deposits shall be kept by the A/E and submitted to the Treasurer. All deposits not returned shall be credited to the A/E printing reimbursable account and reported with the A/E's regular pay requests.
- C Plan holders shall not be charged handling and postage to obtain bidding documents for the number of sets included in Appendix A of the Agreement. Additional sets above the number listed in Appendix A shall be a reimbursable to the Agreement. Postage to return documents shall be at the plan holder expense.
- D The following individuals and offices may, at the Treasurer's discretion, receive the bidding documents, or portions of the bidding documents as directed by the Project manager. These individuals and offices shall be listed on the plan holder lists.
1. Plan Rooms. The A/E shall send one complete set of bidding documents to any plan rooms or other locations requested by the Treasurer.
 2. Other Plan Rooms. All participating plan rooms are listed on the Treasurer Website under Procurement Opportunity Information, General Bid Information.
 3. The Treasurer Offices. Bidding documents shall be distributed at the time of public distribution to various Treasurer personnel and sections as listed below:
 - a. PM - one set of bidding documents, PPCB, plus detailed estimate.
 - b. Treasurer Fair Employment Practices Technician - one project manual
 - c. Construction Technician - one printed set of bid drawings along with one set of drawings and Project manual on compact disk ("CD") or that transmission as may be otherwise accepted by the Treasurer.
 - d. Treasurer Contracts unit – one Project manual, detailed estimate and PPCB.

- e. Treasurer Bid Receiving Office (other than Springfield) - one Project manual, and PPCB plus one detailed estimate.

13.5 **Plan Holder Lists.** Periodically, the A/E shall submit the list of plan holders, including address, telephone number, and contract(s) the plan holder intends to bid to the Treasurer. A list of plan holders shall be submitted to the Treasurer for verification of contractor's pre-qualification no later than seven (7) calendar days prior to the bid opening date. The A/E shall submit a final list of plan holders to the Treasurer and the Treasurer Bid Officer on each day bids are received.

13.6 **Addenda.** The A/E shall prepare all required addenda.

A All addenda, including all revised drawings and sections, must be approved by the Treasurer prior to distribution. The A/E shall allow sufficient time for the Treasurer review and acceptance of each addendum.

B Plan holders and the Treasurer shall receive copies of all addenda.

C Pre-bid conference minutes and bid tabulations are not to be issued as addenda.

13.7 **Bid Openings.** The A/E shall attend all bid openings for the Project unless specifically excused by the Treasurer.

A The A/E shall provide bid results to all parties that require the information. The Treasurer will provide the A/E with one set of bid tabulations at the bid opening. In the event the Treasurer excused the A/E from attending the bid opening, the Treasurer will telefax the bid tabulations to the A/E.

B For projects that have a coordinating contractor, the A/E shall provide the assigned contractor bid tabulations to the coordinating contractor bidders within two (2) business days. These bid tabulations are to be issued for informational purposes only and shall not be issued as an addendum.

13.8 **Bid Analysis.** The A/E shall provide assistance to the Treasurer to identify the apparent successful bidder or bidders.

A Review all product substitutions submitted in accordance with procedures set forth in Standard Documents for Construction and provide the Treasurer with a written recommendation to accept or reject the proposed substitution.

B Review all unit prices submitted and provide written recommendation or rejection.

C Bids submitted that fail to acknowledge all addenda issued shall be reviewed. The A/E will be requested to attest that, in the A/E's opinion, the addenda not acknowledged is, or is not, work related for that particular contract.

D Bids submitted that contain additional verbiage applied by the bidder shall be

reviewed. The A/E will be requested to attest whether, in the A/E's opinion, the additional verbiage does or does not constitute a qualifying statement.

E When lowest bid received differs substantially from all other bids received, the A/E shall contact the low bidder and review the bid as it pertains to the requirements of the Project. The A/E shall report any such findings to the Treasurer Project Manager in writing.

F When single bids are received, the A/E shall provide the Treasurer Project Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.

13.9 **Contract Award.** The Treasurer will notify the A/E and all successful bidders of its intent to award a contract by copy of a Notice of Award ("NOA") letter.

13.10 **Presumption of Award.** The A/E shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by the Treasurer.

ARTICLE 14 CONSTRUCTION PHASE

14.1 **General.** The A/E shall perform administrative duties during this phase of the Project.

14.2 **The Treasurer's Representative.** The A/E shall consult and advise the Treasurer and act as the Treasurer's representative as provided in the Standard Documents for Construction and herein. The Treasurer's instructions to the contractors may be issued through the A/E who shall have authority to act on behalf of the Treasurer to the extent provided in this document and the Standard Documents for Construction.

14.3 **Construction Documents.** The A/E shall issue documents stamped and dated "Issued for Construction" to the contractors. The A/E shall include all addenda issued during bidding within the documents.

A Each contractor will receive construction documents in quantity as determined by the Treasurer up to a maximum of six sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.

14.4 **Contractor Submittals / Shop Drawings, Product Data, Samples.**

A The A/E shall review and monitor all required submittals for timeliness and conformance with the contract documents and Project schedule. The A/E shall review and respond to submittals within fourteen (14) calendar days.

B Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

C The A/E shall only review those materials and equipment specified in the contract

documents. The A/E shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.

- D If in reviewing the submittal the A/E determines that contract changes are required, the A/E shall notify the Treasurer and request approval of the required changes prior to returning the submittal to the contractor.
- E No activity requiring review of submittals shall be commenced without A/E approval. The A/E shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.
- F The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the Standard Documents for Construction. The A/E shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work. Evidence of proper licenses shall be forwarded to the Treasurer. The A/E shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman where licenses are required.

14.5 **Contractor's Schedule of Values (CSV).** The A/E shall review the CSV form for each contractor to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor making application for payment.

- A The Standard Documents for Construction requires that a percentage of the work be performed by the contractor's own forces. The A/E shall reject any contractor's schedule of values that does not comply with this requirement.
- B The A/E and the Treasurer must approve all changes to the CSV subsequent to the initially approved document.

14.6 **Construction Schedule.** The A/E shall review the schedule for conformance with the contract requirements.

14.7 **Contractor Stored Materials.**

- A The A/E shall attest to the existence of any stored materials, its protection and identification in accordance with the Contract Documents by initialing the appropriate item on the Stored Material Log ("SML").
- B The Treasurer will compensate the A/E for travel and review time to inspect off-site stored materials at the hourly billable rate for on-site representative up to a maximum of eight (8) hours total. The A/E is not required to inspect materials stored at any location which cannot be inspected within this compensation limit. The A/E shall reject contractor requests for stored material inspection and payment until such time the contractor moves the material to a location within the

compensation limit.

14.8 **Interpretations.** When requested by the Treasurer or a contractor, the A/E shall provide interpretation of the contract documents. The A/E shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The A/E shall expedite all interpretations in such a manner as to not adversely affect the Project schedule or sequence of work and to avoid the potential for a claim by the contractor.

14.9 **Claims and Disputes.**

- A The A/E shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the Treasurer. The A/E shall enter the claim or dispute into a claims log and provide a current copy of the log to the Treasurer at each monthly progress/pay meeting.
- B The A/E shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The A/E shall provide a written response, interpretation and recommendation for resolution to the claimant and the Treasurer. The Treasurer shall make a final determination on all disputes unless removed to ADR and/or the courts.
- C While work is in progress, the A/E shall observe, measure and verify costs incurred that are related to the dispute. Immediately notify the Treasurer if additional on-site representation is required to monitor the disputed work.

14.10 **Change Orders.**

- A Only the Treasurer can authorize the A/E to prepare a Request for Proposal/Change Order ("RFP/CO"). The A/E shall prepare an RFP/CO for each contract affected by the proposed change.
- B The A/E shall prepare each RFP/CO including supplemental drawings and/or specifications to fully describe the change in the work. When requested by the Treasurer, the A/E shall submit a cover letter to the change order package explaining the need for the contract change.
- C The A/E shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the A/E shall obtain such information from the contractors prior to forwarding the change order package to the Treasurer.
- D The A/E shall recommend issuance of a change order to the Treasurer. Recommending issuance shall mean that the A/E has reviewed all quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

- E When applicable, the A/E shall be responsible for obtaining the signatures of the coordinating contractor prior to forwarding the change order package to the Treasurer.
- F When requested by the Treasurer, the A/E and any consultants shall be required to attend Board meetings to explain any change orders presented for Board approval.

14.11 **Contractors’ Record Drawings.** The A/E shall observe the contractors’ record drawings at intervals appropriate to the construction, or not greater than every thirty (30) days. The A/E shall notify the Treasurer of any contractor’s apparent failure to maintain up-to-date records in accordance with the contract documents.

14.12 **Periodic Site Visits.** As a basic service of this Agreement, the A/E shall make periodic site visits as set forth herein and as reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents.

The A/E is required to conduct periodic site visits when contractors are present on the site and installing their respective trade work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the requirements of the Project as designed and specified. Unless otherwise agreed, minimum site visits shall be as set forth below for each trade contract included in the Project through substantial completion providing sufficient work is being performed. When minimal work is being performed, the A/E may make one all-inclusive Project site visit in addition to the services provided herein.

Fee Group	Combined General Work	Combined MEP Work
1 (R or N)	2 visits/month	4 visits/month
2 (R or N)	2 visits/month	2/visits/month
3 (R or N)	1 visit/month	1/visit/month

A Combined General Work shall include demolition, civil, and structural work. Combined Mechanical, Engineering and Plumbing (“MEP”) Work shall include mechanical, electrical, and plumbing systems work including derivative specialty systems such as temperature control, building automation, fire alarm etc.

B Payment and Pay/Progress meetings are a basic service and are not compensable as a reimbursement expense, but are permissible in fulfilling the requirements of this Article provided:

1. Contractors are present on site and installing their respective trade work;

2. Observation is provided by appropriately experienced personnel with specific knowledge of the requirements of the Project; and
 3. Observation reports are filed in accordance with Section 14.14.
- C The Treasurer shall be notified immediately if, in the A/E's opinion, the materials, finishes and/or workmanship do not conform to the contract documents, require special inspection or testing (beyond the specified requirements), or have been disapproved or rejected by the A/E.
- D The A/E and the contractor shall be liable for the replacement and/or any damages incurred because of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the Project.

14.13 **On-Site Representative.**

- A When included in the Agreement as a reimbursable service expense, the A/E may provide one or more representatives on-site to facilitate the progress of the Project and report on special conditions and critical installations as delineated herein. The duties of the on-site representative are exclusive of Section 14.12 and are limited to:
1. Observe installation of critical systems or components as set forth in Article 15;
 2. Observe and verify installed quantities of material specified in the Project as an allowance;
 3. Observe specified field tests and the Treasurer approved special testing recommended by A/E as a result of observations provided in accordance with this Article;
 4. When specifically requested by the Treasurer, or by a contractor with the Treasurer concurrence, provide field clarification of document interpretations issued in accordance with Section 14.8;
 5. Observe, measure and verify costs incurred by contractors related to any disputes or claims; and
 6. Prior to commencing the construction phase, the A/E shall submit the name, resume, and DWE for each proposed on-site representative to the Treasurer for approval. The Treasurer shall provide written acceptance or rejection of each person proposed.

14.14 **Observation Reports.**

- A A written report shall be submitted to the Treasurer for each site visit made under basic services and each on-site representative's visit. Each report shall be clearly

identified as being provided as either a periodic site visit (14.12), or as an on-site representative site visit (14.13). Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall submission interval exceed seven (7) days from the date of the site visit. The Treasurer shall not provide any reimbursement for on-site representative visits without an observation report.

- B The Treasurer may withhold a portion of the construction phase fee if the A/E fails to provide observation reports as set forth herein.
- C When directed by the Treasurer, the A/E shall provide copies of reports to the coordinating contractor, assigned contractors and the Treasurer.

ARTICLE 15 COMMISSIONING

- 15.1 The A/E shall specify all tests required for all systems, equipment and devices to be tested, and shall specify testing procedures as appropriate. The A/E shall witness tests, review and evaluate test reports and notify the Treasurer promptly of any deficiencies. A copy of all test results shall be provided to the Treasurer.
- 15.2 The A/E shall advise the Treasurer regarding on-site representation for observing specific work critical to the success of the Project. The A/E shall compile a list of work they have determined to be critical and submit it for the Treasurer review at the 100% completion stage of design. The submittal shall include justification of the need for on-site representation, the A/E staff responsible for observing the work and an estimate of the duration/frequency of the observation with the resulting cost and overall impact on the on-site representation budget as indicated in Appendix A.
- 15.3 The Treasurer and the A/E will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting so that the A/E can be sufficiently notified and make arrangements for on-site representation.
- 15.4 The A/E shall attest that each contractor, as required by the contract documents, perform a thorough and systematic performance test and start-up of their respective work. Each general, mechanical, electrical and fire suppression element and the total system shall be tested in the presence of the A/E, all appropriate consultants, and the Treasurer prior to substantial completion of the Project. When requested, and if not previously provided in the contract documents, the A/E shall provide the contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.
- 15.5 The A/E shall provide a report to the Treasurer that they have observed the performance testing and start-up process, and that each contractor has demonstrated that all systems comply with the requirements of the contract documents. The report shall include any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.
- 15.6 The A/E shall attest that each contractor required by the contract documents provide the specified training of the Treasurer's designated personnel prior to substantial completion. The A/E shall attend the training sessions to observe and provide any input into the

operation and maintenance of the systems as designed.

ARTICLE 16 PROJECT CLOSEOUT PHASE

16.1 **General.** The A/E shall be responsible for certifying the completion of all contracts.

16.2 **Notification and Preliminary Inspection.** The contractor shall provide written notification to the A/E that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E shall then make a preliminary inspection of the work and preliminary punch list. If the A/E agrees with the contractor, the A/E shall notify the Treasurer that a substantial completion inspection meeting is warranted.

The A/E shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.

16.3 **Guarantees, Warranties and Bonds.** At substantial completion, the A/E shall obtain and assemble from the contractors all guarantees, warranties, maintenance data and bonds and check for coverage, start date, and duration in accordance with the contract documents before forwarding to the Treasurer. The A/E shall obtain and deliver to the Treasurer a signed receipt for all materials turned over to the Treasurer.

The A/E shall obtain from each contractor a final list of all suppliers and subcontractors with complete names, addresses, and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

16.4 **Materials and Equipment.** The A/E shall confirm that all extra materials and equipment specified in the contract documents which are the property of the Treasurer are properly identified, delivered, and stored as specified. The A/E shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the Treasurer accepting the delivery. Proper identification shall include the Treasurer Project number, Project specification number, description of the item and its purpose for use, name, address, and phone number of the contractor that provided the item.

16.5 **Notification and Final Inspection.** Upon contractor notification, the A/E shall inspect the completed work. If the A/E is in agreement with the contractor that all of its work is complete, the A/E shall notify the Treasurer that a final acceptance meeting is warranted.

A When the work is confirmed as finally accepted by the A/E and the Treasurer, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.

B The A/E shall expedite the closeout and final payment for each contractor as they complete their contractual obligations.

16.6 **A/E Final Payment.** The A/E shall process and certify final payment including retention only after all items of the contract are completed. The A/E shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to the Treasurer.

- A The A/E shall obtain from the contractor all releases, waivers of lien, and the contractor's final declaration form (the Treasurer requests use of CDB Form CFD for this purpose);
- B The A/E shall reconcile all waivers and provide a statement of final accounting to the Treasurer when the final waivers are not for the full amount of the subcontract;
- C The A/E shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to the Treasurer; and
- D The A/E shall acknowledge receipt of the contractor's record drawings on the contractor's final closeout package (CFCP) form. This form shall be used as a checklist of the required documentation for closeout and it shall be transmitted with the contractor's final pay request to the Treasurer.

16.7 **Nine Month Inspection.** The A/E shall make arrangements with the Treasurer for an inspection of the contracted work nine months after substantial completion of the Project. The A/E shall provide a written report of the inspection to the Treasurer within seven (7) calendar days of the none-month inspection. The Treasurer shall notify any affected contractor of any corrective action noted in the report.

16.8 **A/E Closeout.**

- A Prior to the Treasurer processing A/E's final payment, the A/E shall submit to the Treasurer two sets of revised contract documents labeled "Record Construction Drawings," which show all changes reported by the contractor(s), and all changes made by change orders, addenda, and clarifications made by the A/E during construction. Documents shall be submitted in electronic format. One blackline paper copy may also be submitted for use by the Treasurer's on- site personnel.
 - 1. The A/E shall provide a statement on the cover sheet certifying the following: "With this seal, we do hereby certify that no asbestos-containing materials were specified or approved for the construction identified within these documents."
 - 2. For asbestos abatement Project and other Project s that included asbestos abatement, the A/E shall complete an Asbestos Abatement Project Summary Report and forward it to the Treasurer. The report format can be found in the Appendix 5 of the Design and Construction Manual – "Project Manual Workbook for Asbestos, Lead, UST and PCB."
- B A/E final payment is dependent upon final resolution of any fee adjustments required of the Treasurer and/or required by the Agreement.
- C The A/E shall submit final payment under letterhead cover addressed to the Treasurer. Cover letter shall indicate that the A/E takes no exception to the Treasurer de-obligating un-used reimbursement funds without written modification duly executed by the contracting parties to the value indicated on

line 11.K. (Do not pay line) of the Invoice-Voucher Form. The A/E shall indicate specific amounts waived in line items B.(Additional Services), E.(On-Site Representative Compensation), and F. (Reimbursable Expenses) as applicable.

ARTICLE 17 DISCLOSURES AND CERTIFICATIONS

The A/E certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest, and further specifically certifies that:

- 17.1 **IDFPR Filing.** The A/E certifies the firm has complied with the necessary filing requirements of the Illinois Department of Financial and Professional Regulation, both individually and as a corporation or partnership.
- 17.2 **SOS Filing.** The A/E certifies the firm to be in good standing with the Illinois Secretary of State.
- 17.3 **Conformance with QBS Act.** The parties to this Agreement hereby certify that this Agreement is made in conformance with the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (QBS) (30 ILCS 535/1 et seq.) and further agree that additional selections relevant to this Agreement and subject to that Act shall also be in compliance.
- 17.4 **Solicitation of State Employees.** The A/E and consultant(s) shall notify the Treasurer's Ethics Officer if it solicits or intends to solicit for employment any of the Treasurer's employees during any part of the procurement process or during the term of the contract.
- 17.5 **A/E Disclosure.** The A/E shall provide the Treasurer copies the A/E's completed and signed Certifications, and the A/E's completed and signed Disclosure Forms when submitting the signed contract. The Disclosures and Certification forms shall be submitted to the Treasurer electronically as separate PDF documents.
- 17.6 **Consultant Disclosure.** Other than those listed on Appendix B hereto, the A/E shall submit the names and the Treasurer issued identification numbers (prequalification ID number or registration ID number) of all consultants. For all first tier consultants with a subcontract value greater than \$50,000 to be utilized by the A/E in the performance of this contract and any lower tier consultant with a subcontract value greater than \$50,000 and where the A/E retains the right to approve and/or make payments for work, the A/E shall provide the Treasurer copies of the consultants' completed and signed Certifications, and the consultants' completed and signed Disclosure Forms within twenty (20) days of execution of this contract or of the subcontract, whichever is later. Each of the two documents shall be submitted to the Treasurer electronically as separate PDF documents. Any subcontract shall include a reference for compliance with Section 20-120 of the Illinois Procurement Code (30 ILCS 500/20-120). The A/E shall promptly notify the Treasurer in writing of any additional or substitute consultants meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount and the Treasurer ID nos.). No work can be performed by these subcontractors until the Certification and Disclosure documents have been reviewed and approved by the

Chief Procurement Officer.

17.7 The following documents and attachments are included in and incorporated into this Agreement:

A Documents:

1. Design and Construction Manual dated March 2009
2. Standard Documents for Construction dated March 2009
3. Supplements to Design and Construction Manual dated on or after March 2009
4. Supplements to Standard Documents for Construction dated on or after March 2009

B Attachments:

1. Appendix A – Compensation Rates & Schedule
2. Appendix B – Subcontractors
3. Appendix C – State Certifications and Disclosures

ARTICLE 18 TERM OF AGREEMENT

The term of this Agreement shall be two (2) years, unless terminated in accordance with the terms of this Agreement. The Treasurer may elect to extend this Agreement for additional periods in accordance with applicable law.

ARTICLE 19 GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to conflicts of law principles. Except as ADR is provided herein, any action by the A/E against the Treasurer can only be brought in the Illinois Court of Claims.

ARTICLE 20 FAIR EMPLOYMENT PRACTICE

The A/E agrees in performing this Agreement to comply with all statutory employment requirements, including, but not limited to, the provisions of the "Illinois Human Rights Act" (775 ILCS 5/1-101 et seq.)

ARTICLE 21 ACCESS TO INFORMATION

Upon request, the A/E shall provide the Treasurer access to all files, records, documents, and data that are in its possession and control pursuant to this Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

ARTICLE 22 INDEMNIFICATION

The A/E hereby agrees to indemnify, keep and save harmless, the Treasurer and the State of Illinois and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including reasonable attorneys' fees which are the result of an error, omission or negligent act of the A/E or any of its employees or agents to the extent arising out of or resulting from the performance of service under this Agreement, except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable. The A/E has a duty to select, with due diligence, all other entities that shall be necessary to implement this Agreement. The A/E shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

ARTICLE 23 CONFIDENTIALITY

This Article shall survive the termination of this Agreement.

- 23.1 Confidential Information.** The A/E shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to this Agreement (“Confidential Information”), except in the performance of its internal responsibilities and normal functions. Confidential Information includes all information but the following:
- A Information already known or independently developed by the recipient;
 - B Information required to be released by law;
 - C Information in the public domain through no wrongful act of the recipient; and
 - D Information received from a third party who was free to disclose it.
- 23.2 Use of Confidential Information by Employees and Agents of A/E.** The requirement of confidentiality under this Agreement also applies to the employees and agents of the A/E. The A/E shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.
- 23.3 Protection of Confidential Information.** The A/E represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.
- 23.4 Privacy Policy.** The A/E will comply with any applicable federal or state laws or

regulations, as well as any privacy policy developed by the Treasurer. The A/E further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.

- 23.5 Program Lists.** The A/E specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

ARTICLE 24 WORK PRODUCT

- 24.1 Ownership of Work Product.** Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed, or designed by the A/E pursuant to this Agreement, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks developed on behalf of the Treasurer, whether preliminary or final, (collectively, the “Work Product”) will become and remain the property of the Treasurer. The Treasurer shall have the right to use all such Work Product without restriction or limitation and without further compensation to the A/E. Any reuse of Work Product by the Treasurer or others on extensions of this Project, or on any other project, without specific written verification or adaptation by the A/E will be at the Treasurer’s sole risk, without any liability to the A/E.

- 24.2 Return of Work Product.** Within thirty (30) days after expiration or termination of this Agreement, the A/E shall deliver to the Treasurer, or to a third party, if so instructed by the Treasurer, all Work Product in the A/E’s possession in the performance of this Agreement. If requested by the Treasurer, the A/E shall certify in writing that all such Work Product has been delivered to the Treasurer.

ARTICLE 25 STATE FURNISHED PROPERTY

The A/E shall be responsible for the security, protection, and return of all property furnished by the State of Illinois, if any, including but not limited to, items, research materials, photographs, and drawings.

ARTICLE 26 INTERNAL CONTROLS

If applicable and upon request, the A/E shall provide the Treasurer with a copy of the most recent Annual Report or Form 10-K of itself or its holding company and its most recent SSAE 16 report, both of which shall include the attestation of the company’s independent registered accounting firm regarding the company’s internal control over financial reporting.

ARTICLE 27 BACK-UP FACILITIES

Upon request, the A/E and its subcontractor(s), if applicable shall provide the Treasurer a copy of their disaster recovery plan, back-up plan, and results of the annual audit of the disaster recovery plan.

ARTICLE 28 LIABILITY

The Treasurer assumes no liability for the acts or omissions of the A/E. This liability rests solely with the A/E. The A/E shall be liable to the Treasurer for actual and compensatory damages that are available to the Treasurer in law or remedies in equity.

ARTICLE 29 SUBCONTRACTORS

The A/E may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. The A/E must disclose the duties to be performed by its subcontractor. The A/E shall obtain written approval from the Treasurer prior to adding or changing subcontractors. All approved subcontractors must fill out State Certifications and Disclosures and any other documentation required by the Treasurer or State law.

ARTICLE 30 RECORD RETENTION AND AUDIT

The A/E and its subcontractors, if any, shall maintain adequate books, records, and supporting documents related to this Agreement, including those necessary to support amounts charged to the State under this Agreement, for a minimum of five (5) years from the last action on this Agreement or after termination of this Agreement, whichever is longer. The A/E and its subcontractors agree to cooperate fully with any audit conducted by this Auditor General or the Treasurer and to provide full access to all requested materials. If any litigation or claim involving this Agreement has been filed or any audit commenced before the expiration of the five (5) year period, the A/E shall maintain the records required by this Article 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the five (5) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the five (5) year period, whichever is later. Failure to maintain the books, records and supporting documents required by this Article shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

ARTICLE 31 EQUITY, DIVERSITY, AND INCLUSION DATA

The A/E shall respond to requests for data from the Treasurer, as deemed necessary by the Treasurer, to report on the Treasurer's use of equitable, diverse, and inclusive businesses in accordance with Section 30 of the State Treasurer Act, 15 ILCS 505. The A/E shall provide all requested data within thirty days of any request, or within a timeframe otherwise agreed upon by the Treasurer.

ARTICLE 32 NOTICE

Except as otherwise provided in this Agreement, all inquiries, notices, demands, consents, or other communications hereunder shall be in writing and are effective upon receipt when delivered personally, or sent by e-mail or facsimile, or seven (7) business days after being sent by registered or certified mail, postage prepaid, return receipt requested at the address listed below:

If to the Treasurer:

John Renick (“Project Manager”)
Deputy Chief Information Officer and Operations Director
Office of the Illinois State Treasurer
One East Old State Capitol Plaza
Springfield, IL 62701
jrenick@illinoistreasurer.gov

With a copy to:
Laura J. Duque
General Counsel
Office of the Illinois State Treasurer
555 W. Monroe, 14th Floor
Chicago, IL 60661
lduque@illinoistreasurer.gov

If to A/E:
Name
A/E Name
Address
City/State/Zip Code
Email address

ARTICLE 33 CERTIFICATIONS

By signing this Agreement, the A/E hereby certifies the following:

- 33.1 Full Legal Right, Power and Authority.** That the A/E has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of the A/E or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by the A/E, thereby constituting a legal, valid, and binding obligation of the A/E, enforceable against the A/E in accordance with its terms;
- 33.2 Execution and Delivery.** That the execution and delivery by the A/E of the Agreement, the performance by A/E of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:
- A Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of A/E;
 - B Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to the A/E or any of its assets and properties or (b) any agreement binding on or affecting the A/E or any of its properties; and
 - C Conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to

which the A/E is a party, or any material obligation or responsibility which the A/E has to any third party.

33.3 Nothing Materially Threatening Agreement. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the A/E, threatened against the A/E before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the A/E or which might materially and adversely affect the ability of the A/E to perform the Services or otherwise comply with its obligations under the Agreement.

ARTICLE 34 CHANGE OF LAW OR POLICY

The A/E shall notify the Treasurer in writing within ten (10) business days of any change or addition applicable to the A/E in federal or state regulations or laws that would adversely affect either the terms of or the rights granted the Treasurer by this Agreement, and within five (5) business days of any legally required change in or addition to A/E's internal operational policy that might affect the A/E's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

ARTICLE 35 SEVERABILITY

If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

ARTICLE 36 NO RECOURSE

For any obligation or liability arising pursuant to this Agreement, no recourse may be had for such obligation or liability of the Treasurer of the State of Illinois or any employee or official of the Treasurer or the State in his or her personal or individual capacity. The A/E hereby waives all such obligations and liabilities of the Treasurer of the State of Illinois and any such employee or official.

ARTICLE 37 ENTIRE AGREEMENT

All appendices attached hereto are hereby incorporated herein. This Agreement contains the entire Agreement of the parties. This Agreement may be changed only by a written amendment signed by both parties.

ARTICLE 38 SIGNATURES

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate, or accept such contract or record) hereto or to any other certificate, agreement, or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act, 815 ILCS 333. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile

transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

ARTICLE 39 SEPARATE COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same Agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized signature shall be deemed an original.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement for Architectural Services for Marine Bank Building East Wall to be executed by their duly authorized officers.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

A/E

Michael W. Frerichs
Treasurer

Name: _____
Title: _____

By: _____
G. Allen Mayer, Chief of Staff

Date: _____

Date: _____

APPENDIX A
COMPENSATION RATES AND SCHEDULE

APPENDIX B
SUBCONTRACTORS

APPENDIX C
STATE CERTIFICATIONS AND DISCLOSURES