

State of Illinois

**CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT**

CAPITAL DEVELOPMENT BOARD

Project Number
Contract Number
Total Contract Amount

AGREEMENT,

Made this day of ,

Between the

CAPITAL DEVELOPMENT BOARD

of the

STATE OF ILLINOIS ("CDB")

And

Principal Office and

Place of Business Located at

Hereinafter referred to as
("Construction Manager" or "CM")

For the following Project(s)

For the use of

Hereinafter referred to as the
("Using Agency" or "User")

March 2009

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STANDARD CONDITIONS

00 71 00 DEFINITIONS

- .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.
- .2 **Agreement** means:
 - A. Construction Management Services Agreement and Appendices
 - B. Standard Documents for Construction for Projects with a Project Manager
 - C. Design and Construction Manual
 - D. Program Statement and/or Scope of Work Attachment
 - E. Any Approved Modifications to the Agreement
- .3 **Architect (A/E).** Architect means a person who is licensed as an architect by the Department of Professional Regulation, State of Illinois.
- .4 **Modification.** A modification is a written change order to a Construction Management services agreement.
- .5 **Construction Manager (CM).** The designated entity who performs Construction Management services assigned by CDB.
- .6 **Direct Wage Expense (DWE).** Actual hourly wages paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses.
- .7 **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Professional Regulation, State of Illinois.
- .8 **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the CM firm contracting with CDB for purposes of fulfilling, or assisting the CM in fulfilling the services required by this agreement between the CM and CDB.
- .9 **User or Using Agency.** State agency or governmental entity benefiting from the project improvement that will occupy and/or operate the facility, equipment, etc.
- .10 **Substantial Completion.** A condition which occurs when CDB accepts the certification of the A/E and CM 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 using agency for its intended purpose.
- .11 **Final Acceptance.** A condition which occurs when CDB accepts the certification of the A/E and CM 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.

00 72 25 CDB RIGHTS AND RESPONSIBILITIES

- .1 **Project Manager (PM).**
 - A. CDB will designate a PM for the project who shall be CDB's primary representative in the administration of this agreement. The CM will report to the PM.
 - B. The CDB PM shall be the liaison between the CM, the A/E and the using agency. All correspondence between the CM, the A/E and the using agency shall be communicated to the PM.

- .2 **CDB Review.** CDB shall have the right to review and accept the CM's submittals required as part of its design phase responsibilities for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CDB's review and any acceptance of the CM's submittal does not relieve the CM of its responsibilities.
- .3 **Interpretation of Agreement.** CDB shall have the authority to determine questions of fact that arise in relation to the interpretation of this agreement and the CM'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 CM shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the CM 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 CM.
- .4 **Suspension.** CDB may suspend this agreement upon written notice. With any suspension of at least 12 months, the agreement will be subject to renegotiation. The CM shall be paid for services performed prior to the suspension plus any reimbursable expenses then due.
- .5 **Termination for Convenience.** CDB may terminate this agreement on 15 calendar days written notice to the CM for the best interest of the State of Illinois. The CM shall deliver to CDB all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the CM in the performance of services under this agreement, whether complete or in progress. The CM shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due. The CM shall not be responsible for changes or additions made by others to any incomplete documents turned over to CDB.
- .6 **Termination for Cause.** If the CM fails to perform any of its obligations under this agreement, CDB may, after seven (7) calendar days written notice to the CM during which period the CM fails to perform such obligations, terminate the agreement. This shall be without prejudice to any other remedy CDB may have. CDB may deduct from the payments then or thereafter, due the CM, the cost of correcting such deficiencies with a successor CM and, including, but not limited to, the cost of additional A/E and/or CM services made necessary by such failure to perform. CDB may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the CM. If CDB's expenses in completing the agreement exceed the unpaid balance or the agreement sum, the CM shall pay the difference to CDB.
- .7 **CM Performance Evaluations.** CDB will evaluate the performance of the CM at the completion of the design and construction phases or as deemed appropriate. CDB may also request the using agency, A/E, or contractors to evaluate the CM. The CM has the right to review and respond to its performance evaluations.
- .8 **Non Performance.** CDB reserves the right to recover from the CM all or a portion of the costs associated with a Change Order due to the CM's failure to perform services as required by the Agreement. Recovery costs shall not be considered until such time as the CM's failures to perform their services exceed 2% of the value of the cost of the work, unless a change order is a result of an egregious failure.

00 72 26 CM'S RIGHTS AND RESPONSIBILITIES

- .1 **CM's Principal in Charge.** The CM shall designate a principal in charge for the agreement. CDB shall address all questions and concerns about this agreement and the CM's performance of its duties of the agreement to the CM's principal in charge.
- .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 contract the same as though written therein in full.
- .3 **Legal Responsibility.** Notwithstanding any other provision herein, the CM shall perform all of its services in conformity with the standards of reasonable care and skill customarily observed by the applicable profession.

The CM shall be responsible for the performance of persons retained by the CM and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.

- .4 **CM's Consultants.** The CM shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and required to complete the project scope. Professional consultants shall be pre-qualified in their respective professions with CDB. The CM shall complete and submit Appendix B to the agreement listing all consultants to be used on the project.
- .5 **Construction Supervision.** The CM shall not be responsible for construction means, methods, techniques, sequences, or procedures in conjunction with the project or work thereon.
- .6 **Safety.** The CM is not responsible for maintaining the various contractors' safety and health programs. The CM will review the safety programs of each contractor for conformance with state and federal policy and make recommendations for improvement. CM will report any known safety issues to CDB immediately.
- .7 **Contractor Performance Evaluation.** The CM will, at the completion of construction and as requested by the CDB Project Manager, prepare an evaluation of the A/E's performance and of each contractor's performance.
- .8 **Defaulting Contractor.** The CM, in the event of default by any contractor, agrees to work in concert with CDB and the surety for the defaulted contractor to ensure completion of the contract. The CM may be entitled to additional compensation for services provided in assisting CDB in completion of the defaulted contract.

00 72 60 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- .1 **General.** Except as otherwise provided below, in the event of disputes or conflicts between the contracting parties, CDB will solely resolve the matter and its decision will prevail unless otherwise removed to the Court of Claims or a court of competent jurisdiction. Notwithstanding any other provisions, CDB shall retain all rights under the sections titled CDB Rights and Responsibilities and CM Suspension contained herein.
- .2 In the event any dispute or claim, related to construction or the contracts, should arise between any of the parties to this agreement or any of the parties holding a contract with CDB for the project, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. The parties shall consider litigation as a last resort, to be employed only when ADR methods fail. To this end, the parties agree to take affirmative steps to communicate effectively, to keep lines of communication open and to handle all disputes in a reasonable and businesslike manner, which may include the use of a dispute resolution board.
- .3 Each party to any dispute under \$25,000 agrees, upon the request of any other party to the dispute, to submit the matter to mediation. The parties shall first confer informally with one another to attempt to resolve the dispute. The mediator shall be a person the parties agree is unbiased and qualified to understand the dispute and make the determinations that are required.
- .4 Each party to any dispute over \$25,000 agrees, upon the request of any other party to the dispute, to submit the matter to ADR, in a form to be determined by agreement of the parties. The parties shall first confer informally with one another to attempt to resolve the dispute. In the event that the assistance of an unbiased neutral is required, the parties shall meet and come to an agreement as to what form the ADR should take and who the unbiased neutral should be. If the parties cannot agree on a form for ADR or on a neutral, or both, the CDB will determine the form and/or the neutral. Forms of ADR that may be utilized include, but are not limited to, mediation and mini trials. Formal arbitration is prohibited. The unbiased neutral may be a professional mediator, an attorney, an architect, an engineer, a board composed of two (2) or more qualified persons, or any person(s) the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required.

- .5 When ADR is utilized, regardless of the dollar value of the dispute, each party agrees to have in attendance at the mediation (or whatever method is utilized), a person with actual authority to resolve the dispute. In some instances, where approval of CDB's Board is required, CDB personnel shall be exempt from the requirement, but shall notify the other parties at the earliest possible time when it is apparent that Board approval will be required for ultimate resolution.
- .6 Parties to the project who do not have a direct contract with CDB may, by agreement, be parties to the ADR. Persons who have a stake in the dispute but who are not parties to a CDB contract may be included in the ADR by consent of the parties. When disputes arise between only persons involved in the project who are not parties to an ADR agreement with CDB on the project, the parties agree to encourage and facilitate the use of ADR when possible.
- .7 The CM and the contractors agree that ADR is a condition precedent to the filing of a Court of Claims action or other administrative proceeding seeking economic recovery from the State of Illinois in an amount greater than \$50,000.
- .8 When ADR is utilized, the parties included in the process agree to equally share the cost of same or as mutually agreed to in writing by all parties.
- .9 Any and all written agreements for mediation, or other method of ADR, must be agreed to by all contractual parties to the dispute and shall be incorporated in the agreement.
- .10 **CM Shall Carry Out the Services.** Decisions by CDB and/or mediation procedures above shall not be cause for delay of the work. The CM shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the CM 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 CM.
- .11 **Subcontractors and Suppliers.** The CM shall require its consultants and subcontractors to agree to and be bound by this provision.
- .12 **Confidentiality.** All 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.

00 72 80 GENERAL PROVISIONS

- .1 **Governing Law.** This agreement shall be governed by the laws of the State of Illinois.
- .2 **Severability of Clauses.** It is agreed that the illegality or invalidity of any term or clause of this agreement shall not affect the validity of the remainder of this agreement, and the agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- .3 **Waiver of Breach.** The waiver by either party of any breach of this agreement shall not constitute a waiver as to any other breach.
- .4 **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last known business address of the recipient.
- .5 **Obligations Survive.** The obligations or duties imposed upon the CM under the agreement shall survive any termination or closeout of the agreement.
- .6 **Successors and Assigns.** CDB and the CM each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

- .7 **Independent Contractor.** The CM is an independent contractor and in providing its services under this agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the agreement.
- .8 **Work of other Professional Service Firms and Contractors.** CDB reserves the right to execute other agreements in connection with the project.
- .9 **Indemnification.** The CM hereby agrees to indemnify, keep and save harmless CDB, the using agency 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 attorneys' fees which are the result of an error, omission or negligent act of the CM or any of its employees or agents 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.
- .10 **Non-Assignment.** The CM acknowledges that CDB is induced to enter into this agreement by, among other things, the qualifications of the CM. The CM 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 CDB.
- .11 **Fair Employment Practice.** The CM 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.) and "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex or national origin in employment under contracts for public buildings or public works" (775 ILCS 10/1 et seq.).
- .12 **Record Keeping.** In accordance with 30 ILCS 505/6(I), the CM shall maintain, for a minimum of five (5) years after the completion of the agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the agreement. These records shall be available for the review and audit by the Auditor General. The CM agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate records are not available, through some fault of the CM, to support their purported disbursement.
- .13 **Right to Audit.** CDB shall have the right to have access to and audit all of the CM's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this contract, or to the performance of this contract, throughout the term and for a period of five years after payment. In addition, CDB or its authorized representative shall have access to the CM's facilities and all documents and records necessary to adequately audit the performance, including documents unrelated to this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- .14 **Confidentiality.** The CM shall keep all information concerning the project confidential, except for communications incident to completion of the project between the CDB, the CM, using agency, and the assigned contractors, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by CDB and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project.
- .15 **Cooperation with CDB's Consultants.** The CM agrees to cooperate with any consultant retained by CDB, but the CM shall not be contractually responsible for such consultants.

00 73 18 INSURANCE REQUIREMENTS

- .1 **General.** See SDC – CM for Insurance requirements
- .2 CM is required to provide Comprehensive Automotive Liability, Worker’s Compensation and Commercial General Liability insurance in accordance with section 00 73 16 and 00 73 18 of the SDC-CM.
- .3 CM will provide Builder’s Risk Insurance in accordance with section 00 73 19 of the SDC-CM. Builder’s Risk Insurance will commence with the award of the first assigned contract unless CDB agrees otherwise in writing. Compensation will be a reimbursable expense determined at the bidding phase.
- .4 **Professional Liability Insurance Requirements.** Professional liability insurance shall cover the CM against claims the CM may become obligated to pay arising out of the performance of the CM under the agreement and caused by any breach or negligence of the CM or of any person employed by the CM, or any others for whom the CM is liable. The required coverage is stated in the agreement. The limit amount of the insurance shall be on a per claim basis.
- .5 CDB shall cause each of its contractors to name the CM as Additional Insured on Commercial General Liability Insurance.

00 82 10 GENERAL SERVICES

- .1 **General.** The CM shall provide the services indicated herein in accordance with the terms and conditions of the agreement.
- .2 **Meetings.** The CM shall participate in all meetings required by this agreement throughout the course of the project as set forth herein.
 - A. Design Submittal Review(s)
 - B. Pre-Bid
 - C. Pre-Construction
 - D. Construction Pay/Progress
 - E. Substantial Completion
 - F. Final Acceptance
- .3 **Monthly Progress Reports.** The CM shall submit monthly progress reports of design/construction activities to the CDB PM. Failure to submit monthly reports may result in delay to CM’s progress payments. The report shall include:
 - A. Activities completed and items pending since last report.
 - B. Projected progress, including dates of upcoming major milestones, noteworthy items to be completed in the next month, and anything needing the attention of the CDB PM.
 - C. Comparison of schedule and actual progress, detailing those issues impacting the schedule, to include cause of the issue, extent of the impact, and recommendations for resolution of the issue.
 - D. Change order or proposed change order work that may impact the schedule.
 - E. RFI issues impacting the schedule
 - F. Decisions or information required.
- .4 **Permits.**
 - A. When specifically directed by CDB, CM shall assist the A/E with submittal and review process for obtaining local permits.
 - B. Only on CDB's prior written authorization, obtain permits and inspections required by local governing authorities.

.5 Fair Employment Practices

- A. The CM will provide outreach services to bring MBE/FBE firms, resources, suppliers and labor forces to the project from throughout the project area. This will include supporting programs that are aimed at utilizing greater workforce of minority and female apprentices and journeymen at both private and public facilities, meeting with the leaders of the organizations of CDB, other state agency(s), the Using Agency, local community based organizations, labor groups, and other project related resources/requirements (including State and Local officials).
- B. The CM will coordinate the planned use of increased MBE/FBE and labor goals throughout design, bidding and construction phases. These services include but are not limited to, the identification and recommendation of minority/female firms and workforces in the local community and surrounding geographic area that will be subject to the approval of the CDB.
- C. The CM will coordinate with the project team (in the design phase) to recommend and review split bid packages, the divisions of work and how MBE/FBE firms and the labor force can meet the needs of those bid packages. Constructability of the project must not be compromised in the attainment of these goals.
- D. During the pre-bid, bidding and post-bid phases, the CM will review State of Illinois certified MBE/FBE firms and recommend to CDB's office of fair employment practices those firms that are viable companies to provide construction services as specified. CM will also direct non-certified minority/female firms to CDB's office of fair employment practices.
- E. From initial construction contract award through final completion, the CM will provide a summary report of all assigned contractors' Monthly Manpower Utilization Reports (MMUR) no less than monthly. These reports include each of the respective divisions of labor noted in each bid package as defined by the CDB office of fair employment practices.
- F. A quarterly report of overall progress relating to meeting the goals set in each bid package regarding contract and workforces to be provided to the Using Agency and CDB's office of fair employment practices. The CM will also provide minority/female apprentices and journeymen reports. This report will be due throughout the life of the project after contract award.
- G. CM will provide information relating to resolution of any dispute that may occur between CDB, A/E, contractors, sub-contractors, suppliers, or individual workers on labor force issues.

00 82 20 PROJECT SCHEDULING

.1 Project Schedule

- A. Preparing, maintaining and monitoring the project schedule is one of the primary responsibilities of the CM throughout the entire project.
- B. CM shall be responsible for the project schedule from design phase through bidding and construction.
- C. Include estimated duration of project construction schedule as soon as can be reasonably estimated (schematic design phase). Refine construction portion of schedule as design is developed.
- D. Detailed outline of construction schedule including all major tasks, submittal schedules, delivery schedules, commissioning and close-out shall be submitted to CDB prior to bidding.

.2 Services.

- A. Develop a comprehensive project schedule with input from A/E, Using Agency, CDB, and contractors (when available) that includes adequate detail to actively track progress through the design, bidding, construction, and close-out phases.
- B. Monitor all activities and work with the project team members to ensure that the schedule is maintained.
- C. Provide schedule information for own work.

- D. Notify PM of any deviations from the schedule or concerns the CM may develop regarding project progress and recommend appropriate corrective action on a weekly basis.
- E. Include fast track or phased bidding schedule as appropriate.
- F. Meet with Using Agency personnel to evaluate activities and schedules to incorporate facility requirements onto the schedule.

.3 **CPM Format.** The schedule shall be prepared in CPM format utilizing Primavera, or any similar product approved by CDB.

- A. Include logic diagrams, tables and/or computer printouts.
- B. Schedule shall be in the form of an activity oriented network diagram. Precedence format is not acceptable.
- C. Tabulate following data for each activity:
 1. Preceding and following events by number
 2. Activity description and duration
 3. Earliest start and finish calendar dates for each activity
 4. Latest start and finish calendar dates
 5. Actual start and finish calendar dates
 6. Total float in work days
- D. Provide sufficient detail and clarity so contractors can plan and control the work and CDB can monitor the progress of the work.
 1. Critical work activities (per A/E's list as approved by CDB) must be shown and identified.
 2. All installation activities
 3. Submittal and approval of shop drawings and material samples
 4. Delivery dates of major equipment
- E. Durations must be in whole working days and may not exceed fifteen (15) working days, except for non-construction activities such as procurement and delivery times.
- F. Logic diagram will be on 30" x 42" sheets, unless approved otherwise by CDB.
- G. Obtain approval of schedule from prime contractors before finalizing for submittal to CDB.
- H. Schedule will be prime contractors working schedule used to execute the work and record and report actual progress.
- I. Incorporate comments from CDB to ensure compliance with project requirements.

.4 **CPM Schedule Updates**

- A. Initial schedule shall be submitted within 2 weeks of contract date.
- B. Schedule shall be updated as necessary, but at least monthly.
- C. Actual activity dates will be recorded on the schedule.
- D. Update meetings will be held as necessary, but at least monthly. Projected completion dates and activities shall be reviewed and revised, if necessary.
- E. Updated schedules will be distributed to project team no less than once a month. If more frequent updates are required by project activities, CM will do so at no additional cost.
- F. Updates will be distributed on 8 ½ x 14" sheets, colored as necessary to ensure legibility.
- G. CM will also provide CDB with electronic files on CD.
- H. A management narrative report indicating the progress of the work, any revisions since the last reporting period, lost time required to be made up, potential delays, problem areas, critical path and project completion impacts, contractors' plan to maintain the schedule, and any significant completed or upcoming milestones will be submitted monthly.

.5 **Short-Term 'Look-Ahead' Schedule.**

- A. In addition to overall CPM schedule, CM will provide 2-week 'look-ahead' schedule of activities scheduled in the next two weeks (or at intervals as requested by PM).
- B. Provide schedule interpretation, coordination, and support to smaller contractors, especially those pre-qualified by the CM.
- C. The CM will provide a weekly assessment of all critical path schedule aspects of the prime contractors to the CDB PM.

- D. Complex activities included within the CPM schedule may require a separate or “break-out” schedule identifying each task and its corresponding duration. The CM shall provide such break-out schedules at the request of CDB.

00 82 30 ESTIMATES

- .1 Estimates of probable construction costs shall be prepared at each stage of the project design. Opinion of probable construction cost shall follow the guidelines included in Article 4 of the Design and Construction Manual.
- .2 If estimate exceeds the construction cost budget, make recommendations to the project team to bring the project within budget.
- .3 Estimates shall be submitted to CDB, the A/E and the Using Agency at each stage of the project design.
- .4 Resolve, in consultation with CDB and the using agency, any discrepancies with the A/E’s estimates and provide assessments of the validity of those estimates at each stage of design.
- .5 Advise and assist the A/E to bring the project design within budget through value engineering, use of alternates, pre-purchase of equipment, etc.
- .6 The A/E’s estimate shall prevail for bidding and cost control as the A/E is responsible for designing the project to meet the budget.
- .7 If the sums of the lowest responsive and responsible bids for each bid package are not within the CM’s budget estimate, the CM will prepare any additional required estimates and bidding services at no additional cost.

00 82 40 DESIGN PHASE

.1 Programming

- A. A project scope statement will be supplied by CDB for this project. The scope may contain background and justification for the project and quantification of work items contained in the project. The project scope statement will define the project budget.

.2 Schematic Design

- A. Analyze site and building design parameters, evaluate and prepare preliminary site usage (demolition, utilities, construction areas, staging areas, etc.) recommendation for review with project team.
- B. Evaluate primary building materials, systems, equipment and special requirements including availability of materials, time factors for procurement and installation or construction, and costs of alternatives.
- C. Provide detailed cost estimates for each schematic design study.

.3 Design Development

- A. Review A/E’s designs and details. Make recommendations of relative feasibility of construction methods, building quality, constructability, and possible economies. Provide written review comments on design documents.
- B. Evaluate primary and secondary building materials, systems, equipment and special requirements including availability of materials, time factors for procurement and installation or construction, and costs of alternatives.

- C. Analyze site and building design parameters, evaluate and prepare preliminary Site Logistics Plan (demolition, utilities, construction areas, staging areas, etc.) for review with project team.

.4 Bidding Documents

- A. Provide detailed estimates, with unit prices and quantities for all divisions of work at each submittal stage (25%, 50%, 75%, 100%) corresponding to the A/E's design submittals.
- B. Review drawings and specifications for completeness, coordination, code compliance, and constructability. Provide written review comments, suggestions and clarifications.
- C. Confirm coordination of safety, site issues, clean-up and other construction phase responsibilities of the CM with the drawings and specifications.
- D. Assist A/E in creating bid packages and division of work in accordance with the Procurement Code and in further division of work as necessary to enhance coordination and constructability to expedite completion of the project.
- E. Develop final construction schedule including demolition, site utilities, site clearing, equipment procurement, building construction, landscaping with start and end dates for each contractor/bid package.

00 82 50 BIDDING PHASE

- .1 Develop bidders lists and establish bid schedules with input and assistance from A/E in accordance with the approved CPM schedule
- .2 **Prequalification**
 - A. CDB may prequalify some or all trade contractors specifically for the project as recommended by the CM and A/E.
 - B. The CM shall solicit contractors' prequalification applications through advertisement and/or invitation. All advertisements and invitations shall be approved by CDB prior to publication.
 - C. The CM shall review the prequalification applications for completeness and review the relevant experience of the applicants. Reference checks shall be conducted on firms as selected by the CM and CDB. Based on the relevant experience data and any references, the CM shall evaluate the firm's ability to perform the work as a responsible contractor.
 - D. CDB shall review the applications for matters pertaining to statutory questions.
 - E. The CM shall recommend by bid package or trade a list of firms qualified to do the work. The recommendation shall include a detailed summary of the reasons for recommending or not recommending each firm, along with a copy of all reference checks, either by letter or memo summarizing telephone conversation.
 - F. Final authority for approval or denial of prequalification of a firm rests with CDB.
- .3 Assist CDB, User and A/E in preparing for and conducting pre-bid conference(s) and community outreach meetings.
- .4 Assist A/E in responding to questions from bidders and preparing addenda.
- .5 The CM shall attend all bid openings for the project unless specifically excused by the CDB PM.
- .6 When lowest bid received differs substantially from all other bids received, CM and A/E shall contact the low bidder and review the bid as it pertains to the requirements of the project. Report findings to the CDB Project Manager in writing.

- .7 When single bids are received, CM shall provide the CDB 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.
- .8 When bids differ from CM's estimate by more than 5%, CM will provide written explanation of the reasons for the difference.
- .9 **Contract Award.** CDB will notify the CM and successful bidders of our intent to award a contract by copy of the Notice of Award (NOA) letter.
- .10 CM shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by CDB.

00 82 60 CONSTRUCTION PHASE

- .1 **CDB's Representative.** The CM shall consult and advise CDB and act as CDB's representative as provided in the Standard Documents for Construction for Projects with a Construction Manager and herein. CDB's instructions to the contractors may be issued through the CM who shall have authority to act on behalf of CDB to the extent provided in this document and the Standard Documents for Construction.
- .2 **Project Records.** Maintain files of all project documents – correspondence, e-mails, RFIs, memos, field reports, test results, etc. for the duration of the project. Provide specific documents when requested and/or provide access to files to PM, A/E, Using Agency personnel, or any project team member with a valid reason for reviewing the documents.
- .3 **Contractor Submittals / Shop Drawings, Product Data, Samples.**
 - A. CM shall maintain a Submittal Log to be reviewed at each Construction/Coordination/Progress meeting. CM will receive submittals from contractors, perform initial review for completeness, certify that the CM completed the review process, log-in and forward to A/E. Submittals will be forwarded to A/E within 3 calendar days.
 - B. After review, A/E will forward submittals to CM for distribution to contractors. CM will retain one copy of reviewed submittal for the record.
 - C. No activity requiring review of submittals shall be commenced without A/E approval. The CM 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.
- .4 **Contractor Licenses.** 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 CM 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 CDB PM. The CM shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman where licenses are required.
- .5 **Contractor's Schedule of Values. (CSV)** The CM 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 for Projects with a Construction Manager requires that a percentage of the work be performed by the contractor's own forces. The CM shall reject any contractor's schedule of values that does not comply with this requirement.
 - B. The A/E, CM, and CDB must approve all changes to the CSV subsequent to the initially approved document.

.6 Contractor Payment Requests

- A. CM will review contractors' "pencil" CASS forms prior to the pay/progress meeting.
- B. CM will review all contractor pay request packages and confirm that all contractual requirements have been met and that contractor is entitled to payment.
- C. CM will maintain waiver of lien files and will confirm, in writing, that all required waivers of lien are included in the pay package.
- D. After CM review and approval, CM will forward pay request to A/E for approval and processing.

.7 Project Funding and Budget.

- A. The CM shall monitor and report the total project costs on a monthly basis. The report shall include available funding, obligated amounts, pending obligations, estimates of future work required and the contingency balance.
- B. Initially, CDB shall furnish the current project funding, amounts directly obligated by the agency and the current unobligated amount.
- C. CM will include their best estimate of future general conditions work, proposed changes, anticipated bid packages, and claims.
- D. CM's report will distinguish between obligated (contracted) amounts and estimated future expenditures.

.8 Claims and Disputes.

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

.9 Change Orders.

- A. CM shall maintain a Change Order Log to be reviewed at each Construction/Coordination/Progress meeting. CM will receive submittals from contractors, perform initial review for completeness, etc, log-in and forward to A/E. Submittals will be forwarded to A/E within 3 calendar days.
- B. A/E Issued Request-Form Proposal (RFP): The CM will perform an initial review of the A/E's RFP before it is issued to the Contractors. At the request of the CDB PM, the CM will provide CDB and the A/E with the preliminary cost estimate and effect on schedule before it is issued to the Contractors.
- C. The CM shall recommend issuance of a change order to CDB. Recommending issuance shall mean that the CM 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.
- D. The CM shall be responsible for obtaining the signature of the using agency representative prior to forwarding the change order package to the A/E.

.10 Record Drawings.

- A. CM shall maintain, protect and keep current the following: one copy of contract drawings, project manual, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site.

- B. Label each document "PROJECT RECORD DOCUMENTS." Legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.
 - C. Make documents available at all times for inspection by A/E and CDB.
 - D. At project close-out, submit record drawings to A/E. Accompany submittal with transmittal letter. Include name and number of each record document and obtain a signed receipt.
- .11 **Defective Workmanship.** CDB shall be notified immediately if, in the CM's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, or requires special inspection or testing (beyond the specified requirements).
- .12 **Daily Reports.**
- A. The CM's site superintendent shall compile and maintain a written Daily Journal detailing prevailing weather conditions, job site activities, head count, etc. The CDB shall have full access to this record at all times.
 - B. CM will provide Daily Reports summarizing project activities, events, problems, etc.
 - C. When directed by the CDB PM, the CM shall provide copies of reports to the A/E, contractors, and/or using agency representatives.
- .13 **Site Security.** Upon request from CDB, the CM will provide site security to facilitate measures to protect materials, equipment and workers from harm, vandalism, and/or theft. Measures implemented, upon approval by CDB, will be compensated as listed in Appendix A.
- .14 **Site Utilities.** The CM will provide and maintain site utilities as specified in Appendix C. The CM will be compensated for costs to provide and maintain site utilities as reimbursable expense as listed in Appendix A. The budget for the site utilities should be established and added to the Appendix A no later than the 50% Construction Document Design Phase.
- .15 Refer to the SDCs for additional Construction Phase duties.

01 20 00 COMPENSATION AND PAYMENT

- .1 **Appendix A.** An attachment to the agreement that delineates the compensation to the CM for the various services agreed upon and establishes the project schedule.
- .2 **Basic Services Fee.** As compensation for design, bidding, construction and close-out phase services under the agreement, the CM shall receive the basic services fee as set forth in Appendix A.
- A. **Design Phase Compensation.** Progress payments shall be paid to the CM upon successful completion of each design phase level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, CM shall submit evidence of services completed that is acceptable to the CDB PM. Acceptable evidence should be reconciled with the CDB PM prior to submitting the application for monthly progress payment.
 - B. **Bidding Phase Compensation.** This compensation is payable upon completion of the analysis of bids received. Compensation for services performed in this phase is payable to the CM only upon receipt of awardable bids. In the case of multiple bid packages, the fee may be prorated per agreement between CDB and the CM.
 - C. **Construction Phase Compensation.** Progress payments will be paid to the CM in installments proportional to the percentage of construction completed.

1. Fill-time observation must be provided at all times during construction activities.
 2. Construction phase compensation will be reduced or denied if Daily Reports are not submitted within 7 calendar days of construction activity being reported on.
 3. Report format, including content, must be approved by CDB.
 4. CM will copy A/E, Using Agency and others as necessary or as instructed by CDB PM.
 5. Additional on-site personnel must be supplied as necessary to complete contractual construction phase services at no additional cost to CDB.
- 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 01 77 10.
- .3 **Changes in Compensation.** Should CDB elect to change the project scope to the extent that services to be performed by the CM are substantially altered, then CDB and the CM will negotiate an equitable adjustment in the CM's compensation. All changes to the agreement shall be by written modification duly executed by the contracting parties.
- A. Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of CM services
 - B. Upon receipt of the CM's final payment application and in accordance with Article 16.8.C, CDB shall be permitted to make final adjustments to the budgetary values indicated on lines B and D on Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.
- .4 **Construction Administration Fee.** The Construction Administration Fee (CAF) is three percent (3.0%) of the basic services fee plus all additional services fees rounded up to the next hundred dollars as shown on Appendix A. The full amount of this Fee shall be invoiced by the CM on the initial progress payment request. Prior to the approval of the second progress payment request and no later than 20 calendar days after receipt of the warrant for the initial payment request, the CM shall direct to the Office of Fiscal Management of CDB, a check or money order made payable to CDB in the amount of the CAF. Additional CAF imposed as a result of an increase of basic services and/or additional services fees shall be invoiced in the first subsequent pay request and paid to CDB as stated above.
- .5 **Additional Services.** The CM shall provide additional services germane to the agreement when authorized by CDB in writing.
- A. 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 CDB.
 - B. At CDB's option, compensation may be based on a negotiated not-to exceed fee payable at DWE times the overhead and profit multiplier rate shown on Appendix A. Evidence of DWE and time expended shall be furnished to receive payment.
- .6 **Reimbursable Expenses.** The CM shall be reimbursed for actual costs of reimbursable work items (as listed in Appendix A). The expense of administering these contracts shall be considered a basic service, no markup will be allowed.
- A. CM shall obtain a minimum of three proposals or bids for each work item. Work items may be combined in a bid or proposal package.
 - B. CM shall submit all received bids or proposals to CDB, with a recommendation for the CM's acceptance of one of the proposals or bids.
 - C. If the recommended bid or proposal is not the lowest- priced, explain why.
 - D. CM may not enter into a contract for reimbursable work for more than \$10,000 without approval from CDB.

.7 **Withholding of Payments.**

- A. CDB may withhold payments, in whole or in part, for a material breach of the agreement, including but not limited to, the CM's failure to perform services or meet the schedule, failure to pay consultants and failure to adhere to terms of this agreement.
- B. Pursuant to 15 ILCS 405/10.05, CDB reserves the right to withhold payments as a set off when the CM is liable to CDB in connection with any agreement, past or present, that the CM has performed for CDB. When payments are withheld, CDB will notify the CM in writing.

.8 **Pay Request.** CM requests for compensation shall be in accordance with Appendix A of the agreement and as described in this section.

01 75 00 COMMISSIONING

- .1 CM shall witness tests, review and evaluate test reports and notify CDB promptly of any deficiencies. A copy of all test results shall be provided to CDB and the Using Agency.
- .2 CM shall consult with A/E regarding the list of critical work items submitted to CDB with the bid documents.
- .3 CDB, A/E, CM and using agency will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting.
- .4 CM will include critical work list items (noted as such) on the CPM schedule and notify the A/E of upcoming critical work.
- .5 The CM shall attend the training sessions to observe and provide input into the operation and maintenance of the system.

01 77 10 PROJECT CLOSEOUT PHASE

- .1 **General.** The CM and A/E shall be responsible for certifying the completion of all contracts.
- .2 **Notification and Preliminary Inspection.** Each contractor shall provide written notification to the A/E and CM that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E and CM shall then make a preliminary inspection of the work and preliminary punch list. If the A/E and CM are in agreement with the contractor, the CM shall notify the CDB PM that a substantial completion inspection meeting is warranted.
- .3 **Certificate of Substantial Completion.** The CM shall prepare the certificate of substantial completion, obtain the final punch list from the A/E and the GWB form from the contractor, and forward the complete package to the appropriate contractor for signature. After obtaining contractor signature, forward the package to the A./E for signature and processing
- .4 **Guarantees, Warranties and Bonds.** At substantial completion, the CM shall obtain from the contractors and assemble all maintenance data , O & M manuals, Training materials, guarantees, warranties, and bonds. Check for coverage, start date and duration in accordance with the contract documents before forwarding to the A/E
- .5 The CM 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.
- .6 **Materials and Equipment.** The CM shall confirm that all extra materials and equipment specified in the contract documents which are the property of CDB are properly identified, delivered and stored as specified. CM shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the using agency accepting the delivery. Proper identification shall include the CDB 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.

- .7 **Notification and Final Inspection.** Upon contractor notification, the A/E and CM shall make an inspection of the completed work. If the A/E and CM are in agreement with the contractor that all of its work is complete, the CM shall notify the CDB PM that a final acceptance meeting is warranted.
- .8 When the work is confirmed as finally accepted by the A/E, CM and CDB, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.
- .9 The CM shall expedite the closeout and final payment for each contractor as it completes its contractual obligations.
- .10 **Contractor Final Payment.** CM shall review and approve final payment, including retention, only after all items of the contract are completed. CM shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to CDB. CM shall obtain from the contractor all releases, waivers of lien, and contractor's final declaration (CDB Form CFD). CM shall forward final payment package to A/E for signature and processing.
- .11 CM shall reconcile all waivers and provide a statement of final accounting to CDB when the final waivers are not for the full amount of the subcontract.
- .12 The CM shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to CDB.
- .13 The CFCP (Contractor's Final Close-out Package checklist) 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 A/E.

01 80 00 CM CLOSEOUT

- .1 CM shall submit schedule assessments, daily journals, and other project inspection reports to PM prior to final payment.
- .2 CM shall submit Project Record documents to A/E.
- .3 CM final payment is dependent upon final resolution of any fee adjustments required of CDB and/or required by the agreement.
- .4 CM shall submit final payment under letterhead cover addressed to the CDB PM. Cover letter shall indicate that CM takes no exception to CDB 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. CM shall indicate specific amounts waived in line items B. (Additional Services) and D. (Reimbursable Expenses) as applicable.

DECLARATIONS AND CERTIFICATIONS

CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: CM 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:

1. CM, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. CM is not in default on an educational loan (5 ILCS 385/3).
3. CM (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. CM has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. CM certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
5. CM has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
6. If CM has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
7. If CM, or any officer, director, partner, or other managerial agent of CM, has been convicted 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, at least five years have passed since the date of the conviction. CM further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
8. CM and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and CM and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if CM or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
9. CM and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
10. CM certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the CM, the CM acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
11. CM has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CM 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).
12. CM is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

13. CM will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
14. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
15. CM will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and CM and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
16. Neither CM nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
17. CM has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
18. CM complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
19. CM does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
20. CM complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
21. CM certifies 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 or any child under the age of 12 (30 ILCS 584).
22. CM certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
23. CM warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits CM and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
24. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
25. CM has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit CM from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the CM's obligation under this Contract. CM shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the CM or the Contract, CM certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest

threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

26. CM, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

CM certifies, in accordance with Public Act 95-971, as applicable:

CM is not required to register as a business entity with the State Board of Elections.

or

CM has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. **A copy of the official certificate of registration as issued by the State Board of Elections is attached.**

CM acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this foregoing certification is false or if the CM (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

SOS Filing. The CM certifies the firm to be in good standing with the Illinois Secretary of State.

Conformance with CM Act. The parties to this Agreement hereby certify that this Agreement is made in conformance with the Illinois Procurement Code, Construction Management Services clause (30 ILCS 533/1 et seq.) and further agree that additional selections relevant to this Agreement and subject to that Act shall also be in compliance.

CONSTRUCTION MANAGER (show Company name and DBA)

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:
Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- Individual Governmental
Sole Proprietor Nonresident alien
Partnership Estate or trust
Legal Services Corporation Pharmacy (Non-Corp.)
Tax-exempt Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing classification Limited Liability Company (select applicable tax classification)
medical and/or health care services D = disregarded entity
C = corporation
P = partnership
Corporation NOT providing or billing medical and/or health care services

Signature: _____

Date: _____

Endorsements. This Agreement may be executed in any number of counterparts, each of which may be deemed an original. The following documents and attachments are included in this Agreement:

- A. Documents:
 - 1. Standard Documents for Construction for Projects with a Construction Manager dated March 2009
 - 2. Design and Construction Manual dated March 2009

- B. Attachments:
 - 1. Appendix A - Compensation Rates & Schedule
 - 2. Appendix B – Consultants
 - 3. Appendix C – General Conditions
 - 4. Project Scope/Program Statement

This Agreement, together with the above attachments, constitutes the entire Agreement between the two parties superseding all previous understandings and agreements with respect to this project. Except as provided herein, this Agreement may be amended only by a written instrument signed by both parties.

In Witness Whereof, this Agreement has been duly made by the parties on the day and year first above written.

Under penalties of perjury, I certify that the following is our/my correct Federal Taxpayer Identification Number.

Firm: _____ Using Agency: _____

Taxpayer I.D.# _____ BY: _____
Sole Proprietor (Soc. Sec. Number) Using Agency Authorized Representative

FEIN: _____ Capital Development Board:
*Partnership *Corporation *LLC

I am a U.S. person (including a U.S. resident alien) BY: _____
Executive Director

BY: _____ Project Number: _____

Title: _____ Date: _____ Contract Number: _____

ATTEST: _____
Corporate Secretary

APPENDIX A

CM NAME: _____ CDB PROJECT NO. _____
 CONSTRUCTION BUDGET: _____ CONTRACT NO. _____

Required Professional Liability Insurance \$ _____

| | | |
|-----------------------------|--|-------|
| A. | BASIC SERVICES FEE: | 0.00 |
| B. | ADDITIONAL SERVICES: (See Attachment) | 0.00 |
| C. | CONSTRUCTION ADMINISTRATION FEE: (CAF) | 0.00 |
| TOTAL ITEMS A, B, C: | | _____ |

D. REIMBURSABLE EXPENSES:

| | | |
|----------------------|-------------------------------------|----------|
| 1. | ACCESS ROADS | 0.00 |
| 2. | TEMPORARY UTILITIES | 0.00 |
| 3. | CONSTRUCTION PHASE MATERIAL TESTING | 0.00 |
| 4. | TREE AND PLANT PROTECTION | 0.00 |
| 5. | BUILDER'S RISK INSURANCE | 0.00 |
| 6. | HVAC TESTING & BALANCING | 0.00 |
| 7. | | |
| 8. | | |
| TOTAL ITEM D: | | \$ _____ |

TOTAL CONTRACT OBLIGATION (A+B+C+D): \$ _____

Overhead and Profit Multiplier 2.60

PROJECTED PROJECT SCHEDULE

100% Bid Documents _____
 Bid Documents Released _____
 Prime Contract Bid _____
 Construction (Substantial) _____
 Construction (Close-out) _____
 Contract End Date _____

BASIC SERVICES FEE PAYMENT SCHEDULE

Program Analysis 1% _____
 Schematic Design 4% _____
 Design Development 7% _____
 Bid Documents 13% _____
 Bid Phase 3% _____
 Construction Phase 67% _____
 Construction Close-out 5% _____

APPENDIX B

CM'S CONSULTANTS

In compliance with Section 00 72 26 of this agreement, the CM submits the following list of proposed consultants to be employed on this project. No changes to this list are to be made without prior approval of CDB Administrator of Contract Administration.

If consultants are not employed on this project please indicate so by inserting the word "None" below.

| Consultant Name & Address | Discipline | Consultant Fee (Approx.) | If Applicable |
|---------------------------|------------------------------|-----------------------------|---|
| FEIN | Prequalification Expires: | — | 9 MBE 9 FBE 9 Black 9 Hispanic 9 Asian American 9 American Indian or Alaskan Native |
| FEIN | Prequalification Expires: | — | 9 MBE 9 FBE 9 Black 9 Hispanic 9 Asian American 9 American Indian or Alaskan Native |
| FEIN | Prequalification Expires: | | 9 MBE 9 FBE 9 Black 9 Hispanic 9 Asian American 9 American Indian or Alaskan Native |
| FEIN | Prequalification Expires: | | 9 MBE 9 FBE 9 Black 9 Hispanic 9 Asian American 9 American Indian or Alaskan Native |

APPENDIX C

General Conditions

01 51 00 TEMPORARY UTILITIES

.1 Heating System:

- A. Provide temporary heating in enclosed areas throughout construction period.
- B. Minimum heating temperatures:
 - 1. Minimum temperatures shall be at least that specified in specific specification sections.
 - 2. Unless otherwise specified, areas in temporary enclosures shall be maintained at temperatures of at least 45 degrees F (7.22 degrees C), 24 hours per day, seven days per week.
 - 3. Unless otherwise specified, areas in permanent enclosures or during placement of interior finishes (woodwork, flooring, painting, drywall, etc) shall be maintained at temperatures of at least 65 degrees F (18.3 degrees C), 24 hours per day, seven days per week.
- C. Locate units to meet project progress, and as approved by Architect/Engineer. Avoid interference with:
 - 1. Work or traffic areas.
 - 2. Materials handling or storage areas.
 - 3. Stairwells, access ramps and ladders.

.2 Ventilating System:

- A. Provide temporary ventilation in enclosed areas throughout construction period.
 - 1. At all times personnel occupy an area, when subject to hazardous accumulations of harmful elements.
 - 2. Continue operation of ventilating system after cessation of work to assure removal of harmful elements.
 - 3. Continue until final air clearance (for asbestos abatement projects).
- B. Locate units to meet project progress, and as approved by Architect/Engineer. Avoid interference with:
 - 1. Work or traffic areas.
 - 2. Materials handling or storage areas.
 - 3. Stairwells, access ramps and ladders.

.3 Electrical system:

- A. Provide and maintain main distribution panel, complete with meter for temporary primary electric power system throughout construction period.
 - 1. Capacity of: (*) volts, (*) amperes, (*) phase, (*) hertz.
 - 2. Circuit protected feeders for: (*)
 - (a) Field office of CDB, Architect/Engineer.

- (b) Operation and testing of heating system (except electric heating).
 - (c) Operation and testing of ventilation system (except electric chillers).
 - (d) Pumping, dewatering.
 - (e) Specified secondary power centers.
 - (1) Temporary lighting.
 - (2) Elevators (*A/E specify number, i.e., one only).
 - (f) All other connections are to be made at secondary power centers.
- B. Provide secondary power centers for miscellaneous hand tools and equipment used in construction work.
1. Provide (* or one) on each floor.
 2. Provide weatherproof distribution box with grounded outlets: (*)
 3. (*Quantity), (*) volt, (*) amperes, (*) phase, (*) hertz.
 4. Provide circuit protection for each circuit.
 5. Provide ground fault protection for each circuit.
 6. Each contractor and each subcontractor using the secondary power centers shall provide their own grounded, UL listed extension cords and other accessories from secondary power centers to the point of operation.
- C. Assigned Contractors who require primary power, secondary power centers or service connections in excess of that specified may, at their option:
1. Make arrangements with Construction Manager for excess service and pay all associated costs, including consumables, or
 2. Make arrangements with Power Company for separate service and pay all costs thereof, including consumables.
- D. Power source:
1. Utility company: (*_____).
 2. Facility (describe)
 3. Prior to availability of utility company service, provide specified power by means of portable power plants.
- E. Provide Temporary Lighting for:
1. Construction needs: Minimum 'fc' levels: ____.
 2. Security lighting:
 - (a) Within the building(s), illuminate all stairways, corridors and entrances on a 24 hour per day basis.
 - (b) Outside the building(s) provide:
 - (1) An illuminated route from site entrance to project area for security guard or emergency access.
 - (2) Site lighting controlled by photoelectric cell.
 - (3) Illumination of all main electrical switching equipment, other equipment for which emergency access is specified.
 3. Safety lighting: Provide (*) watts over barriers and other obstacles which are not apparent as safety hazards.
- F. Basic requirements for lamps, all lighting:
1. Covered with safety guard or deeply recessed in reflector.
 2. Not suspended by their electric cords unless cord and fixture designed for that purpose.

- G. Contractors or subcontractors who require lighting in excess of that specified may make arrangements with Construction Manager and pay all costs thereof.
- H. Installation
 - 1. Do not run branch circuits on floor or on ground.
 - 2. Verify proper operation of all safety devices.

.4 Telephone service:

- A. Provide telephone service for construction needs throughout construction period.
 - 1. One direct line instrument in Construction Manager's field office.
 - 2. One direct line instrument in Architect/Engineer's field office and an additional line for fax machine.
 - 3. At least one coin operated instrument in a weatherproof enclosure for use of all workmen.
- B. Other contractors and subcontractors may provide at their own expense separate additional telephone service that they may require.
- C. Telephone company: (*)

.5 Water service:

- A. Provide and maintain temporary water service throughout construction period.
 - 1. For construction purposes:
 - (a) Provide service standpipe.
 - (b) Provide a (*specify quantity) (*) inch water service connection on each floor or where shown on drawings.
 - (c) Minimum discharge at water service connection not required for fire protection: (*) psi.
 - (d) Provide backflow protection.
 - (e) Each assigned contractor and subcontractor shall provide their own water hoses from hose bibbs to point of his operations.
 - 2. For other purposes:
 - (a) Field office(s).
 - (b) Temporary fire protection. (*A/E specify requirements.)
 - (c) Cleaning.
 - 3. Nonpotable water:
 - (a) Use only where permitted for fire protection, dust control, etc.
 - (b) Identify outlets for nonpotable water with signs to indicate clearly that water is unsafe. Do not use for drinking, washing or cooking purposes.
- B. Water Source:
 - 1. Supplier: (*Utility company) (*Using Agency).
 - 2. Prior to availability of regular source of supply, provide and pay for trucked-in service.
 - 3. Provide temporary elevated storage tanks on site.
- C. Installation:
 - 1. Do not run piping on floor or on ground.

2. Provide drip pan under each water service connection located within building.
3. Provide insulation, or other means, to prevent pipes from freezing.
4. When necessary to maintain pressure, provide temporary pumps, tanks and compressors.

.6 MATERIALS. May be new or used, but shall be adequate for purposes used, shall not create unsafe or unsanitary conditions, nor violate applicable codes.

.7 REMOVAL

- A. Upon CDB's written authorization, completely remove temporary materials and equipment.
- B. Repair all damage caused by temporary utilities' installation. Restore to (*specified) (*original) conditions.

01 56 39 TREE AND PLANT PROTECTION

.1 The Construction Manager shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain.

.2

Additional General Conditions items may include:

Site Layout – Grades, Lines and Levels

Hoisting

Trash chutes

Covered walkways