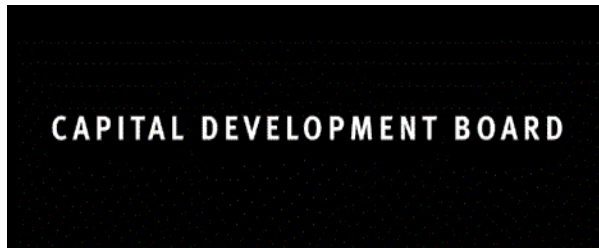


State of Illinois



PROCEDURES & FORMS

CONSTRUCTION PHASE

OCTOBER 2009

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INTRODUCTION

Purpose . . . The purpose of this manual is to provide a set of guidelines and procedures for contractors to assist them in the successful completion of Capital Development Board construction and renovation projects.

This manual is only a guide. It is not a contractual document. The procedures in this manual may vary between projects depending upon the size and complexity of the projects. The procedures in this manual are subject to change without notice.

Format . . . This manual consists of six sections. The CDB forms applicable to each section are at the end of that section.

- * Performance Evaluation
- * Payment Procedure
- * Retainage
- * Contract Changes
- * Substantial Completion
- * Final Acceptance

Monthly Manpower Utilization Report (MMUR) . . . Contractors are required to submit this monthly report directly to the CDB Fair Employment Practices Section, William G. Stratton Office Building, 401 South Spring Street, Springfield, Illinois, 62706. Failure to submit MMURs may lead to withholding of payment(s) and/or a state of non-compliance with DHR.

Internet Access . . . CDB publications, manuals, forms and prevailing wage rates are available via the Internet at www.cdb.state.il.us. Information of interest to contractors includes:

- * This manual and all forms – found under the Agency Features section, click Reference Library
- * Standard Documents for Construction - found under the Agency Features section, click Reference Library
- * Prevailing Wage Rates – found under the Agency Links section, click Contractors
- * Bid Information Newsletter - found under the Agency Links section, click Contractors

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PERFORMANCE EVALUATION

I. ARCHITECT/ENGINEER PERFORMANCE EVALUATION FORM (A/E-PE)

- A. The project architect/engineer may be evaluated by any contractor.
- B. An A/E-PE may be completed at any time; however, it is usually submitted during final close-out of a project.
- C. The Contractor will submit the A/E-PE to the CDB project manager. CDB will forward copies of all interim and final evaluations to the architect/engineer.

II. CONTRACTOR PERFORMANCE EVALUATION FORM (CPE)

- A. A contractor may be evaluated by CDB staff, the using agency, the architect/engineer, consultants, or any other contractor.
- B. A CPE may be completed at any time; however, it is usually submitted during the final close-out phase.
- C. The CPE is submitted to the CDB project manager. CDB will forward copies of all interim and final evaluations to the contractor.

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**State of Illinois
CAPITAL DEVELOPMENT BOARD**

**A/E - PE
ARCHITECT/ENGINEER
PERFORMANCE EVALUATION**

CDB Project #: _____	Firm Evaluated: _____
Project: _____	Firm ID # ☐ Prime ☐ Consultant
Location: _____	Address: _____
Prepared by: _____	Contract # _____
Title: _____	Total Contract Amt: _____
Affiliation: ☐ Contractor ☐ User ☐ PM	Date Evaluation Completed: _____
Evaluation: ☐ Design-50% ☐ Design-100%	
☐ Interim ☐ Construction/Close-out	

PART I - PERFORMANCE

PHASE	EVALUATION CRITERIA	EVALUATION SCORING: Rate the firm with scores 5 through 1. 5 = Excellent; 4 = Good; 3 = Satisfactory; 2 = Less than Satisfactory; 1 = Unacceptable. N/A = Not Applicable. Comments are required if any score is less than 3.
	"To what level....."	
Design	1. did the contract documents meet the specific requirements of the project scope?	
	2. did the contract documents comply with applicable design requirements in the PSA and DCM?	
	3. did the A/E maintain the design schedule in the Professional Services Agreement, Appendix A?	
	4. was the completeness of the design document, including estimates, at each review submittal?	
	5. was the A/E prepared at meetings?	
	6. was the accuracy of the A/E's entire project estimate compared to the total of the apparent low bids?	
	7. were the contract documents significantly changed by addenda?	
	8. did the A/E provide accurate and timely design meeting minutes?	
	9. did the A/E produce a set of bid documents coordinating all design disciplines?	
Construction	10. were the contractor's pay requests accurately reviewed for completeness and processed in a timely manner?	
	11. did the A/E provide accurate and timely construction meeting minutes?	
	12. did the A/E provide competent site observation including timely and accurate observation reports?	
	13. were shop drawings, RFIs and RFP/COs responded to, researched, evaluated and promptly processed?	
	14. was the degree of errors and omissions as they relate to CDB limits?	
	15. did the A/E respond to issues in a timely manner?	
	16. did the A/E follow proper procedures during the contractor's final close-out?	
	17. were the A/E's close-out documents submitted in an accurate and timely manner?	
Design/ Construction	18. did the A/E utilize the personnel and consultants as submitted on their 255 form?	
	19. did the A/E coordinate cooperate and communicate with CDB, the User and the contractors?	

PART II - PROCESSING (CDB USE ONLY)

CDB PROJECT MANAGER _____	DATE: _____
REVIEWED/REGIONAL MANAGER _____	DATE: _____
DISTRIBUTION BY: _____	DATE: _____
DISTRIBUTION: A/E ☐ A/E Responsibility File ☐	

December 2005

Each A/E firm performing services for CDB shall be subject to periodic and final performance evaluations. All evaluations shall be submitted on the current CDB's A/E Performance Evaluation Form. Interim evaluations may be initiated at any time. A/E Performance Evaluations are a key component in determining an A/E's Responsibility Rating.

Part I will be used to indicate the firm's overall performance progress to date.

Part II is for CDB's use only. Copies of all evaluations will be forwarded to the A/E firm by CDB.

The A/E firm may respond to any evaluation by corresponding directly to the CDB. Responses will be reviewed and permanently retained with the corresponding evaluation.

E-MAIL THIS FORM:

This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us.

Comments: (Required for any score less than 3.)

**State of Illinois
CAPITAL DEVELOPMENT BOARD**

**CPE
CONTRACTOR PERFORMANCE EVALUATION**

CDB Project #

Firm Evaluated:

Project:

Address:

Location:

Prepared by:

Contract #

Title:

Total Contract Amt:

Affiliation: ☐ Contractor ☐ User ☐ CDB ☐ A/E

Date of Evaluation

Evaluation ☐ Interim ☐ Retention Reduction ☐ Substantial ☐ Final

Note: Substantial and Final evaluations must be submitted within 90 days of those events

PART I – PERFORMANCE

	<u>EVALUATION CRITERIA:</u> To what level.....	<u>EVALUATION SCORING:</u> Rate the firm with scores 5 through 1. 5 = Excellent; 4 = Good; 3 = Satisfactory; 2 = Less than Satisfactory; 1 = Unacceptable. N/A = Not Applicable. Comments are required if any score is less than 3.
1.	did the contractor communicate with the A/E in accordance with the contract documents?	
2.	were the quality and timeliness of the submittals acceptable?	
3.	did the contractor submit, follow, and update a written schedule in accordance with the contract requirements?	
4.	did the contractor adequately staff the project?	
5.	were material deliveries in accordance with the contractor's schedule?	
6.	did the contractor submit the CASS form for review one week in advance of the pay/progress meeting?	
7.	did the contractor promptly pay the subcontractors and/or suppliers?	
8.	was the contractor represented at pay/progress meetings by a person with decision-making authority?	
9.	did the contractor return the completed RFP/CO within 15 days of receipt from the A/E?	
10.	were the materials and workmanship in compliance with the contract documents?	
11.	did the contractor comply with site regulations in accordance with the contract documents?	
12.	did the contractor coordinate disruption of facility operations with the user?	
13.	did the contractor cause any delays to the project?	
14.	did the contractor work to actively resolve problems?	
15.	did the contractor coordinate and cooperate with other contractors and suppliers?	
16.	was the supervision of the work in accordance with the contract documents?	
17.	was a complete final invoice with backup submitted within 45 days from final acceptance?	
	WERE THE FOLLOWING ITEMS SUBMITTED AND/OR COMPLETED BY THE DATE INDICATED ON THE SUBSTANTIAL COMPLETION FORM?	
18.	accurate and complete record documents (as-builts).	
19.	punch list items.	
20.	certificate of operating and training instruction.	
21.	complete O&M Manuals.	
22.	testing & balancing reports.	
PART II - PROCESSING (CDB USE ONLY)		

CDB PROJECT MANAGER: _____

DATE: _____

CDB REGIONAL MANAGER: _____

DATE: _____

DISTRIBUTION BY: _____

DATE: _____

DISTRIBUTION: Contractor ☐ Responsibility File ☐

OVER

Contractor performance evaluations may be used by CDB in the review of a Contractor=s responsibility status in accordance with Illinois Administrative Code, Title 44: Chapter XII, Part 950. CDB will provide the Contractor with a copy of all processed CPE Forms. The Contractor may respond in writing to CDB regarding any evaluation. Responses will be reviewed and placed in the Contractor=s Responsibility File.

E-MAIL THIS FORM

This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us.

Comments: (Required for any score less than 3.) _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PAYMENT PROCEDURE

I. PRIOR TO THE FIRST PROGRESS/PAY MEETING

- A. Construction Schedule. The (coordinating) contractor submits the construction schedule to the architect/engineer, the Using Agency and CDB for review. The schedule must be submitted seven calendar days after the preconstruction meeting. The schedule must be in CPM format unless otherwise specified in the documents. The schedule shall contain at least one line per specification section. A CPM schedule will be specified for all multiple prime projects. The construction schedule is to be updated monthly throughout the duration of the construction phase.
- B. Contractor's Schedule of Values (CSV). Each contractor submits the CSV to the architect/engineer Using Agency and CDB for approval. The CSV is a detailed breakdown of the contract amount. All items must be broken down by specification section, subcontractor/supplier (over \$1,000), material and labor. Upon approval, the CSV will form the basis for the "CASS" (Contractors Affidavit and Sworn Statement) and the monthly progress payment requests. The CSV must be approved by CDB and the architect/engineer prior to the submittal of the first pay request. All changes to the CSV during the course of the project must also be approved by the A/E and CDB prior to reflecting the changes on the CASS form.
 - 1. Buy Illinois. CDB is encouraging contractors to voluntarily procure Illinois products. CDB will be tracking the dollar value of the Illinois products used on our construction projects for a report to the Governor and General Assembly to show good faith on the part of the industry.
 - 2. Contractors are requested to identify Illinois products on the CSV Form and provide a subtotal of the value of Illinois products in the space indicated on the form.

II. PRIOR TO EACH PROGRESS/PAY MEETING

- A. Approximately ten business days prior to the progress/pay meeting, or as directed by the CDB project manager, the assigned contractors are to submit five copies of the draft CASS (and SML, if appropriate) to the coordinating contractor. The CASS follows the same format as the CSV.
- B. Five working days prior to the meeting, or as directed by the architect/engineer or the CDB project manager, the coordinating contractor is to review the draft CASS Forms of all assigned contractors and submit all CASS Forms, including its own, to the architect/engineer, Using Agency and CDB for review.
- C. The A/E will review the stored materials and approve the SML.

- D. The A/E will review the marked up Record Drawings on-site. If the drawings are not current, payment may be reduced or withheld.

III. PROGRESS/PAY MEETINGS

- A. Purpose. The purpose of progress/pay meetings is to discuss the status of work, resolve problems, and determine the payment amounts.
- B. Meeting Dates. The dates are established by the CDB project manager.
- C. Payments. Payments to all contractors will generally be made monthly in accordance with the progress of the work and the terms of the contract documents.
- D. Participants. The following participants must have signature authority and shall attend each meeting:
1. CDB
 2. Using Agency
 3. Architect/Engineer and Consultants
 4. Coordinating Contractor
 5. All Assigned Contractors
- E. CASS Form. The draft CASS will be reviewed by the participants and corrected, as required. The corrected drafts will be signed by all participants. A copy of the CASS will be retained by each party as a record of any objections/approvals noted during the meeting.
- F. Stored Materials
1. Definition. Stored materials are materials purchased by the contractor which are ready to be installed and which may be stored either on or off the site.
 2. Payment. CDB may pay for material stored for future use on CDB projects. CDB encourages this practice in order that the construction period be maintained and in some instances, shortened.
 3. The value of stored material approved for payment is to be incorporated into the CASS.

4. Stored Material Log (SML). This form must be submitted to the architect/engineer for approval. The architect/engineer will attest to the existence of the materials, their security and identification by initialing items listed on the SML. This certification must be obtained by the contractor prior to the progress/pay meeting, so it can be reviewed at the meeting. The SML must be submitted each month until all stored materials are installed.
5. Off Site Storage.
 - a. CDB does not usually pay for materials stored out-of-state or at a manufacturer's facility or at a facility located an excessive distance from the project site.
 - b. All material stored off the site must be clearly tagged and labeled with the CDB project name and number and is to be available for inspection by the architect/engineer, CDB and the using agency, upon reasonable notice.
 - c. When material is stored off site, pay requests must be accompanied by a certificate of insurance for each off site storage location.
 - d. If stored in a bonded warehouse, the contractor must provide the CDB project manager with a copy of the bond, along with the certificate of insurance.

IV. AFTER THE PROGRESS/PAY MEETING

Each contractor prepares and assembles for submission to the architect/engineer the payment package which consists of the following five items. Each contractor is to carefully review all materials to be transmitted for accuracy and completeness. Errors or failure to include all items may cause a delay in payment until all errors and deficiencies are corrected.

A. Invoice-Voucher (Form C-13)

The instructions for completing the invoice-voucher are included with the form. The dollar amounts to be entered in Section 11 "project status" of the form are the same as those appearing as totals on the CASS Form. The Contractor's (Vendor's) Federal Employer Identification Number (FEIN) is entered in Section 2.

B. Contractor's Affidavit and Sworn Statement (CASS)

The CASS is to be completed by the contractor in accordance with the amounts on the draft CASS approved at the progress/pay meeting. This form must be dated, signed and notarized.

C. Stored Material Log (SML), if applicable.

D. Partial Waivers of Lien.

1. Contractor.

A Partial Waiver of Lien from the submitting contractor is required for the full amount of the payment.

2. Subcontractors and Suppliers.

Waivers for subcontractors are not required with the first payment package. Each subsequent payment package, however, must include Partial Waivers of Lien, where applicable, from each subcontractor and supplier included in the immediately preceding payment package, to the extent of that prior payment.

3. Partial Waivers of Lien from the contractor and all subcontractors and suppliers are to accompany the first payment package when the amount of payment exceeds 50% of the total contract sum.

4. All waivers must bear the signatures of the president or vice-president and secretary or assistant secretary. The corporate seal is not a required element. Company name and officer's name is to be typed or printed legibly on form.

5. Use the CDB Partial Waiver of Lien Form.

V. ARCHITECT-ENGINEER'S CERTIFICATION

Upon receipt of the contractor's pay package, the architect/engineer reviews the package for completeness and accuracy against the amount approved at the progress/pay meeting, the amount of work completed and materials stored at the job site. A licensed architect/engineer dates and signs the Invoice Voucher Certification and forwards the package to the CDB.

VI. PROCESSING OF THE PAYMENT

Warrants will be issued by the Illinois State Comptroller approximately 30 business days after CDB receives and approves the pay package.

State of Illinois
CAPITAL DEVELOPMENT BOARD

CSV

Contractor's Schedule of Values

Project Number:
Date:

IMPORTANT NOTICE
DISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.

FOR CDB USE ONLY

Name
Project No.
Contract No.
C.F. Locale

NOTE: Identify MBE/FBE firms with (MBE) or (FBE) after the firm name in Column 1. Identify Illinois products with (IL) in Column 3

ARCHITECT-ENGINEER: PROJECT:

CONTRACTOR: Name, Address 	CDB CONTRACT NO: 	MBE/FBE Goal:
	CONTRACT WORK: 	FEP Technician
	TOTAL ILLINOIS PRODUCTS 	Signature:
		Date:

1	2	3	4	5		E	6
Contractor, Subcontractor, or Material Supplier	Specification Section No.	Description of Work or Material	Number or Quantity	Unit i.e, SF	Unit Price	Scheduled Value	% of Contract
	Gen. Cond.	Bond	N/A	N/A			
	Gen. Cond.	Insurance	N/A	N/A			
	Gen. Cond.	Construction Admin.	N/A	N/A			
	Gen. Cond.	Overhead & Profit	N/A	N/A			
SUBTOTAL							
TOTAL (All Pages)							

Submitted by subject contractor in accordance with the provision of the contract documents. Upon request of the Architect-Engineer, contracts and relevant documentation will be provided to substantiate this schedule of values.

Reviewed and approved for certification of payment for work completed and materials stored. Approval of this schedule by the Architect-Engineer in no way relieves the contractor of his responsibility for the performance of the work in accordance with the contract documents.

Contractor:
Name Typed

Approved:

Signature

Date

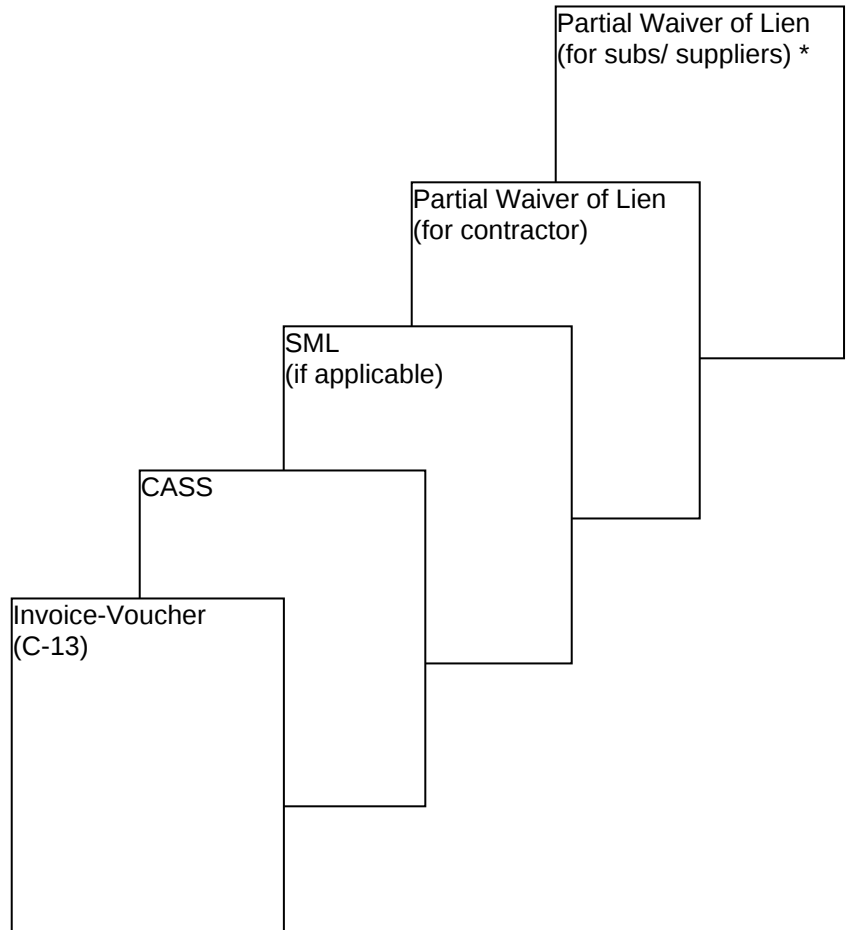
CSV

Project Number:
Contract No.:

TOTAL OR SUBTOTAL

Payment Package

(To be submitted by the contractor to the architect/engineer)



***Not applicable to the first payment package except when the amount of payment exceeds 50% of the total contract sum.**

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STATE OF ILLINOIS

INVOICE-VOUCHER

CAPITAL DEVELOPMENT BOARD
3rd Floor/William G. Stratton Building
401 South Spring Street
Springfield, Illinois 62706-4050

The preparation instructions for vendors preceded this copy.

1. Check Here If Retention Trust ☐	2. TAXPAYER IDENTIFICATION NUMBER 	IMPORTANT See instructions on back of page for completion of box 2.	4. Voucher No. _____ 5. Voucher Date _____ 6. Appropriation Account Code Number _____ 7. Project Number _____ 8. Project Description _____ 9. IRS 1099 Reporting ☐ ☐ No.
PAYMENT OF INTEREST MAY BE AVAILABLE IF THE STATE FAILS TO COMPLY WITH THE ILLINOIS PROMPT PAYMENTS ACT, ILL. REV. STAT., CH. 127, PAR. 132.401.	3. VENDOR OR PAYEE 		
DISPOSITION OF COPIES 1. Comptroller 2. Cap. Dev. Board 3. Cap. Dev. Board 4. Remittance Copy 5. Retained by Vendor			
10. APPLICATION AND CERTIFICATE DATA Date of Issuance _____ Application No. _____ For Period From _____ To _____ Type of Work and Contract Number _____			11. PROJECT STATUS The present status of the account for this subject contract is as follows: A. Original Contract Sum \$ _____ B. Change Orders Total Additions \$ _____ C. Sub Total \$ _____ D. Total Deductions \$ _____ E. Total Contract to Date \$ _____ F. Total Completed to Date \$ _____ G. Less % Retainage \$ _____ H. Net Amount Earned \$ _____ I. Less Previous Payment \$ _____ J. PAY THIS AMOUNT \$ _____ K. Unpaid Balance (do not pay) \$ _____
12. CONTRACT CERTIFICATION I hereby certify: (1) that all items are paid for which previous certificates were issued and payment received; (2) that the goods, merchandise, wares or services have met all the required standards set forth in the purchasing contract and are proper charges against the State of Illinois and that payment has not been received. By: _____ Contractor			
13. ARCHITECT AND/OR ENGINEER CERTIFICATION In accordance with the subject contract and the attached application for payment the contractor is entitled to payment in the amount shown. This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment, and acceptance are without prejudice to any rights of the State of Illinois or contractor under this contract. Architectural and/or Engineering Firm _____ By: _____ Date: _____ (A Licensed Architect or Engineer)			
18. EXP. OBJ.	19. EXP. AMOUNT	22. OBLIGATION NO.	23. F/P
24. PAYMENT AMOUNT	17. TOTAL AMOUNT		
26. FOR AGENCY USE ONLY Certification of Capital Development Board I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditures for such goods or services was authorized and lawfully incurred, that such goods or services meet all the required standards set forth in the purchase agreement or contract to which this voucher relates; and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of "An Act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation," approved April 16, 1969, as amended, have been met.			
PROJECT MANAGER APPROVAL: The work or materials billed above has been received _____ Date _____ and complies with our contract.			
AGENCY HEAD APPROVAL _____ DATE _____			

If you submit this electronic version to the Capital Development Board Fiscal for payment, an original with signatures must be included for processing.

STATE OF ILLINOIS INVOICE-VOUCHER, FORM C-13 (CDB)

INSTRUCTIONS TO VENDOR

Submit a separate Invoice-Voucher for each Contract or Sub-contract.

The following numbered blocks are to be prepared by the vendor: 2, 3, 7, 8, 10, 11, 12 and 13. Certain items are explained below.

2. Your *vendor identification number* should be entered in this block. If your vendor number is unknown, enter your Federal Employer Identification Number or Social Security Number (if sole proprietor). The same vendor number would be used regardless of agency you do business with.
3. Enter the *certified payee name* that is to appear on the warrant, and *address* to which the warrant is to be mailed.
- 7&8. Enter the CDB Project Number and description. That will be your means of payment identification.
10. Enter all requested data in the block areas.
12. The *contractor's certification* and signature are required by the Illinois Purchasing Act.
13. The Architect/Engineer's signature is required.

Submit and transmit prepared voucher to CDB, via the Supervising Architect for further processing and certification.

NOTE:

The State of Illinois is exempt from Federal excise tax (Registration number 37 70 0017 K for tax-free transactions under Chapter 32 of the Internal Revenue Code).

Contractor's Affidavit and Sworn Statement

Application No.:

Project Number

Period From _____ to _____

IMPORTANT NOTICE

DISCLOSURE OF THIS INFORMATION IS MANDATORY IN

ACCORDANCE WITH THE STANDARD DOCUMENTS FOR

CONSTRUCTION. FAILURE TO COMPLETE THIS WILL

PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE

A MATERIAL BREACH OF CONTRACT.

[illegible]

SML

Date:

PROJECT: (Name, Location)

Stored Material Log No. _____
Attachment to Contractor's Affidavit and
Sworn Statement No. _____ for Pay Period
to _____

[illegible]

Title: _____

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have original signatures of A/E and Contractor.

State of Illinois
CAPITAL DEVELOPMENT BOARD

PARTIAL

WAIVER OF LIEN TO DATE

Waiver of Lien No. ____

FOR CDB USE ONLY

Name:	_____
Project No.:	_____
Contract No.:	_____
C.F. Locale:	Contractor #5

STATE OF _____)
COUNTY OF _____)^{ss}

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by:

CDB Contract No.: _____
Contractor's Contract No.: _____

To furnish for the premise known as:

Project: _____
Project No.: _____

of which the State of Illinois, acting through the Capital Development Board, is the owner.

The undersigned, for and in consideration of

_____ (\$ _____) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our _____ hand and seal
this _____ day of _____, _____.

(Affix Corporate Seal Here)

(Company Name)

(Signature)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: _____ (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

WAIVER OF LIEN PROCEDURES

Definitions:

CONTRACTOR. Contractor is the individual, partnership, firm, corporation, or other business entity entering into the Contract with CDB to perform the Work under the Contract Documents and is identified as such in the Owner-Contractor Agreement.

SUBCONTRACTOR. Subcontractor is a party having a direct contract with the Contractor to perform any of the Work.

SUB-SUBCONTRACTOR. Sub-Subcontractor is a party having a direct or indirect contract with a Subcontractor to perform any of the Work.

SUPPLIER. Supplier is a party having a direct contract with the Contractor, Subcontractor, or Sub-subcontractor to furnish material or equipment for the Work.

Partial Lien Waivers:

1. The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

Note: The Capital Development Board or Architect-Engineer may furnish to any Subcontractor or Supplier information regarding percentages of completion or amounts used as basis of payments on account of Work by such Subcontractors or Suppliers.

Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's Final Declaration (CDB Form CFD).
2. Final lien waivers in the full amount of their contracts from all subcontractor and suppliers for which final lien waivers have not previously been submitted.

Use of CDB Waiver Forms

All waivers shall be submitted on CDB Forms. On special request, when the use of CDB's form will result in the Contractor's inability to obtain a waiver, the project manager may allow the use of an alternate form.

Corporate seal is not a required element.

IMPORTANT NOTICE DISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.

RETAINAGE

I. RETAINAGE

Retainage is the withholding of a portion of payment for work completed by a contractor. The General Conditions provide for retainage in specified amounts and for the reduction of the amount of retainage at specific project milestones. Reduction of retainage is at CDB's option and is not obligatory.

II. RETENTION TRUST

The contractor may elect to have retainage deposited in a retention trust if all of the following conditions exist:

- A. The project is funded by direct appropriation to CDB.
- B. The contract exceeds \$300,000.
- C. Contract time is 360 calendar days or longer.
- D. The contractor must deliver the trust agreement, per CDB's format, duly executed by the contractor and the bank, to the CDB, prior to, or at the time of, making the first application for payment, or CDB will not execute the trust agreement.

III. REDUCTION OF RETAINAGE TO 5%

At 50% completion, CDB will reduce retention to 5% if the contractor's performance, contract compliance, cooperation and FEP compliance is acceptable.

- A. Request for Reduction of Retainage 5% Form (10/5 RRR). The contractor or the CDB project manager may complete this form. The percentage of work completed is based on the contractor's approved payment applications. Stored materials are not included in this percentage. On projects behind schedule, due to the contractor, no request will be considered.
- B. At the pay request meeting following receipt of the approved RRR Form, the new percentage will be used to calculate the "total retained," automatically returning a portion of the previous retainage to the contractor in that payment request.

IV. REQUEST FOR REDUCTION OF RETAINAGE

When the contractor is requesting a reduction in retainage other than above, including requests for less than 5% retention, a Request for Reduction of Retainage Form (RRR) must be completed. The request for reduction in retainage shall be submitted one month

prior to the payment request on which retention is reduced. The contractor makes a request by submitting the following to the architect/engineer:

- A. Request for Reduction of Retainage Form (RRR). The contractor completes the top of this form. The percentage of work completed is based on the contractor's approved payment applications. Stored materials are not included in this percentage. On projects behind schedule, due to the contractor, no request will be considered.
- B. Surety Letter of Consent. The surety must consent to a release of retainage and reduction in the percentage of retainage to be withheld on future payments. The letter must have a power of attorney and jurat attached. If, for any reason, the surety will not consent to such retainage or reduction in retainage, the contractor's request will be denied.
- C. The request is evaluated, and when the contractor's performance is considered satisfactory, the reduction in retention may be recommended by:
 - 1. Coordinating Contractor
 - 2. Architect/Engineer
 - 3. Using Agency
 - 4. Project Manager
 - 5. Regional Manager

V. RETAINAGE REDUCTION AUTHORIZATION

- A. Upon receiving the RRR Form with all signatures, the project manager, if in agreement, will transmit the RRR Form for approval to the Regional Manager.
- B. At the pay request meeting following receipt of the approved RRR Form, the new percentage will be used to calculate the "total retained" automatically returning a portion of the previous retainage to the contractor in that payment request.
- C. Any changes in retainage must be reflected on the CASS Form.

State of Illinois
CAPITAL DEVELOPMENT BOARD

10/5 RRR

Request for Reduction of Retainage

(Reductions from 10% to 5%)

Project No: _____

Date: _____

FOR CDB USE ONLY

Name: _____

Project No.: _____

Contract No.: _____

C.F. Locale: **Contractor #1**

FROM: Contractor Name, Address

PROJECT: _____

CONTRACT NO.: _____

CONTRACT WORK: _____

Adjusted Total Contract (Including Change Orders)

\$ _____

Work Completed (Not Including Material Stored)

%

\$ _____

Current Retainage

10 %

\$ _____

Requested Retainage

5 %

Contractor Signature: Type Name Below Signature

Title

Date

RECOMMENDATION

For Reduction of Retention

Pursuant to the conditions of the Construction Documents and my evaluation of the satisfactory performance by the Contractor in the execution of the work, I recommend (do not recommend) release of retention and future percentage as set forth below.

Recommend Release/Sign

Do Not Recommend Release/Sign

Date

CDB Project Manager

☐

☐

AUTHORIZATION

For Reduction of Retention

Authorization is hereby granted for retention on the subject contract to be maintained at __ % until further notice

Regional Manager

Date

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have Contractor's original signature.

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State of Illinois
CAPITAL DEVELOPMENT BOARD

RRR

Request for Reduction of Retainage

Project No.
Date

FOR CDB USE ONLY

Name:
Project No.
Contract No.
C F Locale: Contractor #1

FROM: Contractor Name, Address

PROJECT:

CONTRACT NO.:

CONTRACT WORK:

Adjusted Total Contract (Including Change Orders)

\$

Work Completed (Not Including Material Stored)

%

\$

Current Retainage

%

\$

Requested Retainage

%

☐ Consent of Surety Letter attached

Contractor Signature: Type Name Below Signature

Title

Date

RECOMMENDATION For Reduction of Retention

Pursuant to the conditions of the Construction Documents and my evaluation of the satisfactory performance by the Contractor in the execution of the work, I recommend (do not recommend) release of retention and future percentage as set forth below.

	Recommend Release/Sign	Do Not Recommend Release/Sign	Date
Coordinating Contractor	☐	☐	
Construction Manager	☐	☐	
Architect-Engineer	☐	☐	
User Agency Representative	☐	☐	
CDB Project Manager	☐	☐	

AUTHORIZATION For Reduction of Retention

Authorization is hereby granted for retention on the subject contract to be maintained at _____ % until further notice.

Regional Manager, Construction Management

Date

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have original signatures and be accompanied by Consent of Surety.

Revised 0605

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CONTRACT CHANGES

I. GENERAL

All contracts consist of a scope of work or service to be performed within a definite period of time for specified compensation. Upon execution of a contract by CDB and the contractor, the contract may not be modified or altered except by written change order. A change order must be issued whenever it becomes necessary to modify any of the elements of a contract, which include time, scope and compensation.

II. INITIATION OF CONTRACT CHANGES

A request for change may be initiated either verbally or in writing. Requests are submitted as below:

- A. Subcontractors.....to their contractor
- B. Assigned Contractors.....to the coordinating contractor
- C. Coordinating Contractor.....to the architect/engineer
- D. Architect/Engineer.....to the CDB project manager
- E. Using Agency.....to the CDB project manager

III. CDB PROJECT MANAGER AUTHORIZATION

The project manager, having considered the necessity of the requested change and availability of funds, will authorize the architect/engineer to prepare a Request for Proposal/Change Order (RFP/CO).

IV. ARCHITECT/ENGINEER PREPARES RFP/CO

- A. The architect/engineer consults with the coordinating contractor regarding contracts which will be affected by the proposed change.
- B. The architect/engineer prepares an RFP/CO for each contract affected.
 - 1. The architect/engineer completes the RFP/CO Form through Section 5.
 - 2. Sections 2, 3 and 4 on the front of the form describe the change and explain the reason for the change. Additional information needed to adequately describe the change and its reason may be attached.

3. The architect/engineer transmits two sets of the RFP/CO and supplemental drawings and specifications for each contract to the coordinating contractor. One set is for the assigned contractor whose work is affected. One set is for the coordinating contractor.

V. CONTRACTORS PREPARE PROPOSALS

- A. The contractor or subcontractor whose work is affected by a proposed change prepares the proposal for the change.
- B. Contractors have fourteen days to prepare, compile and submit all required backup documentation.
- C. Subcontractors should prepare their proposals using the same forms required for prime contractors. Subcontractors submit their proposals to their respective contractor.
- D. Proposal Package. The proposal package consists of the following:
 1. Request for Proposal/Change Order Form (RFP/CO). (This is the only form not applicable to subcontractors and suppliers.) Assigned contractors must sign where indicated in Section 7 of the RFP/CO.
 2. Contractor's/Subcontractor's Proposal Breakdown Summary (CPBS)
 - a. Section I - Summary of the detailed breakdown of materials and labor.
 - b. Section II - Contractor's mark-up of work of subcontractors.
 - c. Section III - All contractors must validate their proposals for the change by completing this section. The signature (original, no faxes, copies or stamps) must be that of an officer authorized to execute contracts for the firm.
 3. Change Order Proposal Summary Computations Form.
 4. Change Order Proposal Labor Cost Breakdown Form. This form is used to show the wage rate breakdown of allowable costs comprising the hourly wage rate.
 5. A detailed breakdown of materials, equipment and labor. This breakdown is separate from the CPBS and is to be provided as back up to the CPBS. **See Appendix A of this manual for detailed instructions for preparing a breakdown of materials, equipment and labor.**

6. All other necessary backup documentation.

D. Basis for Pricing

1. If a change affects work covered by unit prices in the contract, such prices are to be used as the basis for adjustments to the contract sum. (Unit prices include overhead and profit, bonds, and insurance.)
2. In all other cases, adjustments to the contract sum are based on the following:
 - a. The contractor's direct costs, including costs of material, labor, equipment and bonds, as applicable. Direct costs are those specifically identified with the work.
 - b. Overhead and profit cannot exceed 18% of the direct costs of the work performed by the firm. A minimum fee for overhead and profit of \$100 is allowed on work performed by their firm.
 - c. The contractor and subcontractors may add a minimum fee of \$50 or 6% of the total cost of lower tier subcontractor work for their administrative costs.

E. Package Transmittal

1. Each subcontractor submits one copy of their proposal package to their respective contractor.
2. Each assigned contractor submits one copy of their proposal package to the coordinating contractor. The package includes back-up for their own work as well as back-up for work performed by their subcontractors.
3. When there is no assignment of contracts, the contractor submits one copy of its package to the architect/engineer and copies the User and CDB.

F. Coordinating Contractor's Assignment Fee.

1. Assignment fees of a maximum 2 ½% of the sum total of add and deduct change orders of assigned contractors can be accumulated by the coordinating contractor until the end of the project or until the fees exceed \$500. At that time CDB may cause a RFP/CO to be prepared to add such fees to the coordinating contractor's contract.
2. The coordinating contractor prepares a proposal breakdown itemizing all assigned contractors' change orders, change order numbers and change

order amounts on which assignment fees are being charged. Format should include the following columns:

Assigned Contractor Firm Name	Contract Work & Number	RFP Number	Changer Order Number	Change Order Amount
-------------------------------------	---------------------------	---------------	----------------------------	---------------------------

VI. COORDINATING CONTRACTOR REVIEW

- A. The coordinating contractor reviews all assigned contractors' and subcontractors' proposals for the effect that the proposals will have on its coordinating responsibilities and scheduling of work.
- B. The coordinating contractor signs the RFP/CO and transmits its recommendation and one complete set of proposals with original signatures to the architect/engineer.

VII. ARCHITECT/ENGINEER REVIEW

The architect/engineer reviews the contractors' proposals for completeness and conformance with the RFP/CO and Contract Documents. Proposals which are incomplete or have inadequate detailed breakdowns will be returned to the contractors for resubmission.

VIII. ARCHITECT/ENGINEER COMPLETES RFP/CO AND RECOMMENDS ISSUANCE OF A CHANGE ORDER

To recommend the issuance of a change order, the architect/engineer completes Section 6 of the RFP/CO, "CONSIDERATION," and signs Section 7.

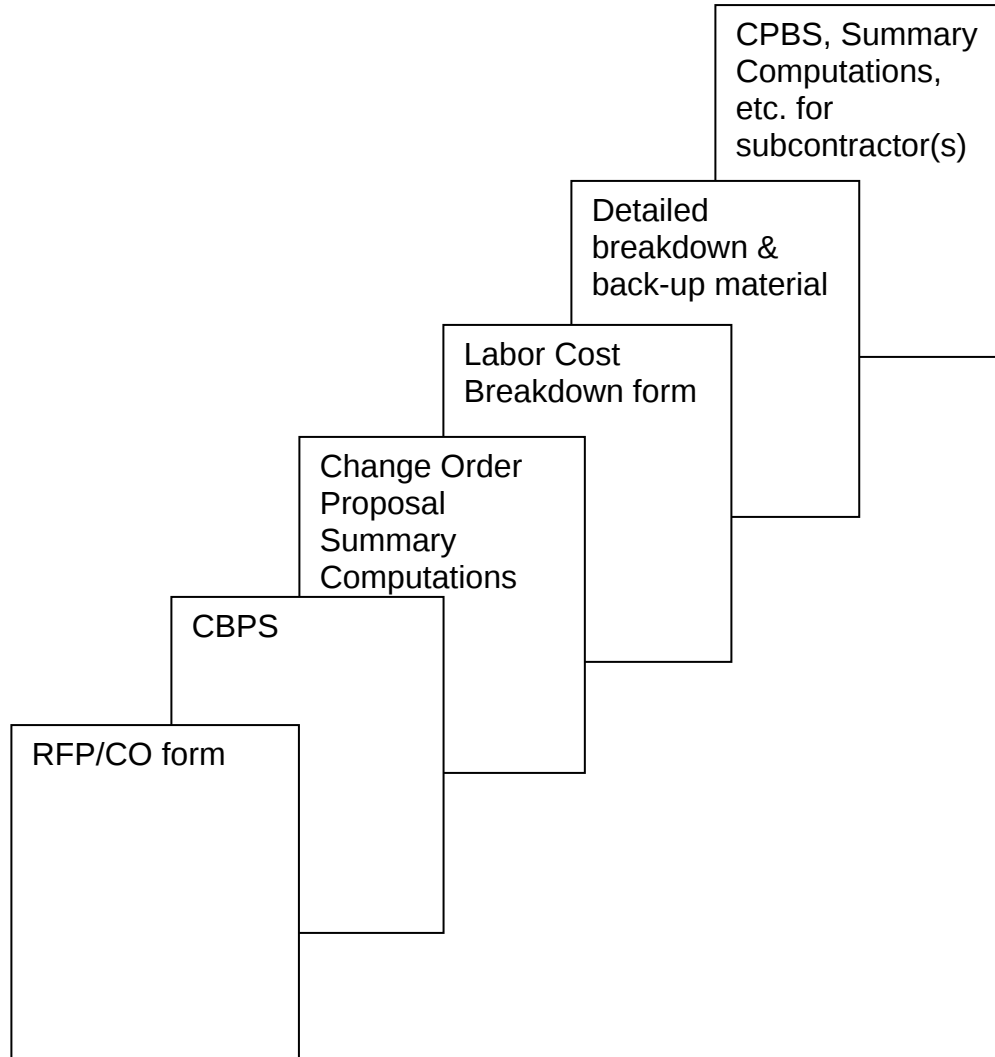
IX. USING AGENCY APPROVES THE RFP/CO AS TO FORM AND CONTENT

A/E obtains signature of using agency and forwards RFP/CO package to CDB.

X. CDB APPROVES (DISAPPROVES) CHANGE ORDER

Change Order Package

(To be submitted by the contractor to the architect/engineer)



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State of Illinois
CAPITAL DEVELOPMENT BOARD

REQUEST FOR PROPOSAL & CHANGE ORDER

Date:

RFP Number:

FOR CDB USE ONLY

Name:	_____
Project No.:	_____
Contract No.:	_____
C.F. Locale:	Contractor #2

1. (Contractor's Name, Address, Telephone, Fax & Attention)

CDB Project #:
CDB Project Name:
& Location:

() - Fax () -
Attn: e-mail:

CDB Contract #:
Contract Work:

2. REQUEST for change by:

CDB contemplates making certain changes, additions and deletions to the work to be performed under the subject Contract. Unless otherwise indicated in the description of change, accompanying drawings and specifications, all work required shall conform to the contract documents. The Contractor is required to submit within 14 calendar days from the date herein a proposal and a detailed breakdown for this change. The proposal shall be submitted in accordance with CDB's format and the General Conditions.

3. REASON for change:

4. DESCRIPTION of change including reference to drawings and specifications revised, new drawings and specifications issued.

5. OTHER CONTRACTS affected by this change. List Contractor's name, contract work, RFP number and amount.

IMPORTANT NOTICE Disclosure of this information is mandatory in accordance with the Standard Documents for Construction. Failure to complete this will prevent payment for work completed and/or be a material breach of contract.

6. CONSIDERATION:
Work to be accomplished in _____ Calendar Days from Approval of RFPCO.

NOTE: Unless specifically indicated above, this does not extend the contract time.

The Contract Sum is INCREASED/DECREASED by the total sum of.....\$ _____

7. The change described above and on accompanying drawings and specifications and the Contractor's proposal (if applicable) are hereby incorporated by reference and made a part hereof. Having reviewed the above and determining the amount to be fair and proper the undersigned:

RECOMMEND issuance of a change order
A/E Firm Name

BY _____ signature

APPROVE as to form and content:
USING AGENCY name

BY _____ signature

COORDINATING CONTRACTOR or CONSTRUCT. MANAGER

BY _____ signature

CDB/PM APPROVE

_____ signature

CONTRACTOR _____ DATE _____

BY _____ print name
_____ signature
_____ title

CDB APPROVE change order _____ DATE _____

BY _____ print name
_____ signature
_____ title

8.	FOR CDB USE ONLY	Type of Change	% Assess	Package No.	CO Date	CO No.	CO AMOUNT add (deduct)
		_____	_____	_____	_____	_____	\$ _____

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State of Illinois
CAPITAL DEVELOPMENT BOARD

CPBS

Contractor's/Subcontractor's
Proposal Breakdown Summary

Date:
Project No.

RFP No:

FOR CDB USE ONLY

Name:
Project No.
Contract No:
C.F. Locale **Contractor #2**

FROM: Contractor/Subcontractor Name, Address

PROJECT: Name, Location

Subcontractor indicate name of contractor.

CONTRACT WORK:

CDB CONTRACT NO:

I. SUMMARY OF DETAILED BREAKDOWN

Note: Detailed breakdown must be attached.

		Additions	Deletions	Net Total
A.	MATERIAL			
B.	LABOR			
C.	OTHER			
D.	NET TOTAL A+ B+C			
E.	OVERHEAD & PROFIT Line D X 18%* (min. \$100) additions only, deletions -0-			
F.	TOTAL PROPOSAL FOR CONTRACTOR'S WORK		Lines D + E	

II. CONTRACTORS MARKUP ON WORK OF SUBCONTRACTORS

Note: Detailed Breakdowns and summaries (CPBS Form) for each subcontractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACTOR WORK: Description	PROPOSAL **

G.	SUBTOTAL of all work performed by contractor's subcontractors		
H.	CONTRACTOR's MARK-UP on work of subcontractors (min. \$50)	Line G X 6% *	
I.	TOTAL PROPOSAL FOR SUBCONTRACT WORK	Line G+H	

III. PROPOSAL

J.	BONDS (%) (if applicable)	Enter percentage as a number, for 10%, enter 10	
K.	BUILDERS RISK INSURANCE (%) (if applicable)		
L.	TOTAL PROPOSAL OF THIS CONTRACTOR (for subject RFPCO)	Lines F+ I +J +K	
M.	RCIF:{line L÷95% (minus line L)} Applicable for Indemnified Projects Only		
	Is This Contract to be Indemnified? Y or N		
N.	PROPOSAL for subject RFPCO increase (decrease) in contract amount.		
O.	Work to be accomplished in Calendar Days from Approval of RFPCO.		

CONTRACTOR

(Signature) Title Date
(Name Typed)

* As per Contract Documents, General Conditions

** Subcontractor's Proposal Amounts from Line N of Subcontractor's CPBS Form

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

NOTE: Form may be submitted electronically for review purposes. To meet contractual requirements, form must have an original signature and be submitted to CDB as part of a complete change order package.

State of Illinois
CAPITAL DEVELOPMENT BOARD

**CHANGE ORDER PROPOSAL
SUMMARY COMPUTATIONS**

CONTRACTOR		PROJECT NAME	
DATE		PROJECT NO.	RFP NO.

A. MATERIAL

1.	Rough Material		+ Freight/Cartage		=	
2.	Purchased Equipment (Quotations must be attached)					
a.						
b.						
c.						
d.						
Total Equipment Costs						
TOTAL MATERIAL COST						

B. LABOR

1.	Trade	Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
2.	Trade	Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
3.	Trade	Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
TOTAL LABOR COSTS							

C. OTHER COSTS

1.	Tool Allowance		7.		
2.	Rental Equipment		8.		
3.	Shop Drawings		9.		
4.			10.		
5.			11.		
6.			12.		
TOTAL OTHER COSTS					

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically for review purposes. To meet contractual requirements, form must be submitted to CDB as part of a complete change order package.

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CAPITAL DEVELOPMENT BOARD

CHANGE ORDER PROPOSAL
LABOR COST BREAKDOWNProject Number
Project

Contractor
CDB Contract No.

Contract Expiration Dates

Trade

Trade

Trade

Cost Per Hour

Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman
------------	---------	--------------	------------	---------	--------------	------------	---------	--------------

a. Taxable Wages (incl. Vacation)

b. Union Benefits & Fringes *

c. F I C A % of a.

d. Fed. Unempl. % of a.

e. State Unempl. % of a.

f. Worker's Comp. **

g. Travel Cost (if applicable)

h.

i.

Total Labor Cost/Hr

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
--------	--------	--------	--------	--------	--------	--------	--------	--------

Worker's Comp Rates**

Footnotes: * Only costs required by Union Agreement or IDOL Prevailing Wage Rate allowed.

** Worker's Compensation rate may vary by Trade, include the percentages by Trade

- Notes: 1. Only the costs shown above may be included in the hourly wage rates. Insurance costs, etc. are included in Overhead. Travel Cost is allowed only under very limited circumstances.
2. It is suggested that this form be completed for the initial change order on a CDB project and a master copy maintained in the contractor's office. A copy must be included with each change order package and the master copy revised at the beginning of any new wage agreement period.
3. E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

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SUBSTANTIAL COMPLETION

I. GENERAL

- A. Substantial Completion occurs when CDB accepts the certification of the architect/engineer that construction is sufficiently complete in accordance with the contract documents that the project or a designated portion thereof may be occupied or utilized for the use for which it is intended.
- B. Builder's risk insurance shall be maintained until the entire project is substantially complete.

II. SUBSTANTIAL COMPLETION INSPECTION

- A. The contractor notifies the architect/engineer in writing that the work or a designated portion thereof is substantially complete and submits to the architect/engineer a list of incomplete items.
- B. The architect/engineer will make a preliminary inspection and, if in agreement with the contractor, notify the CDB project manager.
- C. The substantial inspection date will be scheduled by the architect/engineer or the CDB project manager after agreement that the project appears to be substantially complete. Notice for the inspection will be issued by the architect/engineer.
- D. Attending the inspection will be:
 - 1. Coordinating Contractor
 - 2. All Assigned Contractors
 - 3. Architect/Engineer
 - 4. Architect/Engineer's Construction Observer
 - 5. Using Agency Representative
 - 6. CDB Project Manager
- E. The architect/engineer will prepare a preliminary punch list prior to the scheduled inspection. The final punch list will be developed from the preliminary list submitted by the contractor and from the A/E's list with input from the using agency representative and the CDB project manager.
- F. After the inspection, participants:
 - 1. Discuss the punch list items and determine the final completion dates.
 - 2. Discuss the date and time the using agency will take occupancy.
 - 3. Review the using agency or contractor responsibilities for:
 - a. Insurance
 - b. Utilities
 - c. Operation of mechanical, electrical and other systems

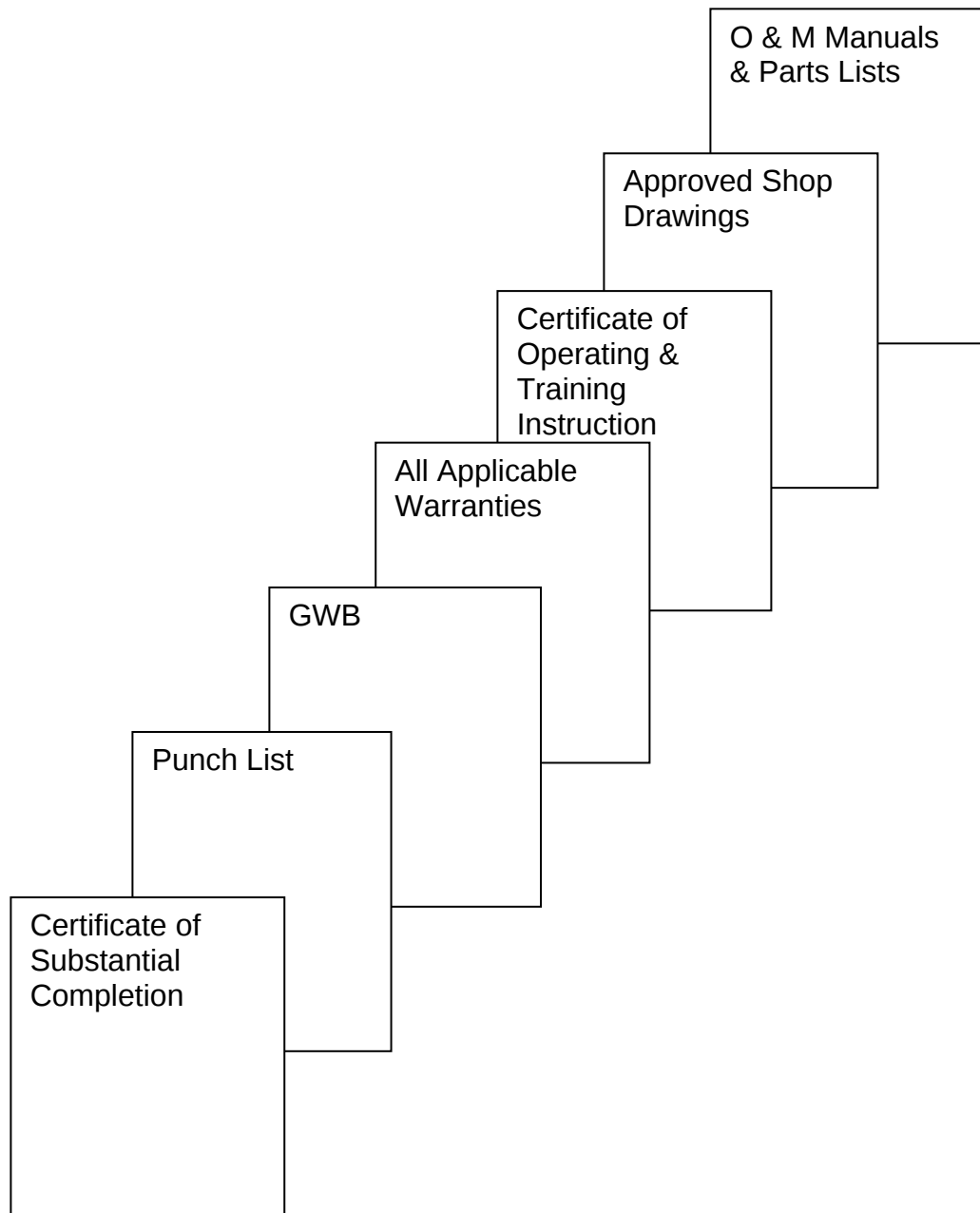
- d. Maintenance and Cleaning
 - e. Security
- 4. A/E and contractor sign agreed upon punch list.
- 5. All participants complete and sign the Substantial Completion Form.

III. SUBSTANTIAL COMPLETION SUBMITTAL

- A. Each contractor will submit a Substantial Completion package consisting of the following:
 - 1. Completed Guaranties, Warranties, Bonds Form (GWB) and all applicable warranties.
 - a. Contractor will submit a one year warranty for all labor and material in addition to any specified warranties.
 - b. Warranties begin on the date of Substantial Completion.
 - c. Warranties for items on the punch list begin on the date of Final Acceptance.
 - 2. One complete set of approved shop drawings.
 - 3. Operating and maintenance manuals and parts lists for equipment installed in the project.
- B. The architect/engineer reviews the submittals for accuracy and compliance with the contract documents, attaches the Certificates of Substantial Completion and punch list and forwards the package to the CDB project manager.

Substantial Completion Package

(To be submitted by the contractor to the architect/engineer)



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State of Illinois
CAPITAL DEVELOPMENT BOARD

CERTIFICATE OF SUBSTANTIAL COMPLETION

FOR CDB USE ONLY

Name: _____
Project No.: _____
Contract No.: _____
C.F. Location: **Contractor #7**

CDB Project #: - - Phase

Contractor:

Project Name:

Address:

Location:

Contract No.:
Contract Work:

SUBSTANTIAL COMPLETION: DATE:

☐ Complete ☐ Partial - List Areas Accepted

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The Using Agency concurs with CDB's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

PUNCH LIST:

A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Coordinating Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 1 / 1. The punch list consists of _____ items.

Mo.	Day	Year

Contractor	Representative	Date
Coordinating Contractor or Construction Manager	Representative	Date
Architect/Engineer	Representative	Date
APM (Asbestos Projects Only)	Representative	Date
Using Agency	Representative	Date
	CDB Project Manager	Date

Attachments:
Punch List
G.W.B.

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have all original signatures and be accompanied by the signed Punch List and a completed GWB form.

State of Illinois
CAPITAL DEVELOPMENT BOARD

PUNCH LIST

Project No.: _____ - _____

Date of Inspection _____ Page _____ of _____

Attachment to Certificate of Substantial Completion

CONTRACTOR:

PROJECT:

Contract No.:
Contract Work:

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the contract documents.

[illegible]

Reviewed by:

Prepared by:

Contractor

Architect-Engineer

Construction Manager

FOR CDB USE ONLY

Name:

Project No:

Contract No.:

C.F. Locale:

Contractor #7

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have original signatures and be attached to the Certificate of Substantial Completion.

State of Illinois
CAPITAL DEVELOPMENT BOARD

GWB

Guarantees, Warranties, Bonds

Contractor's Name:

Contract No:

Project No.:

Date:

Attach to Certificate of Substantial/Final Completion

Guaranties, Warranties and Bonds commencing with the acceptance of this certificate of Substantial Completion:

Guaranty, Warranty or Bond for Material, Equipment and/or Labor (specify). Indicate Contract Work, Specification Ref., (Bldg. if applicable) & Manufacturer's Name.	Contractor's/Subcontractor's Name & Address	Duration and Expiration Date
1 _____		

MANUFACTURER:		
Address		
2 _____		

MANUFACTURER:		
Address		
3 _____		

MANUFACTURER:		
Address		
4 _____		

MANUFACTURER:		
Address		
5 _____		

MANUFACTURER:		
Address		
6 _____		

MANUFACTURER:		
Address		
7 _____		

MANUFACTURER:		
Address		

IMPORTANT NOTICEDISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.
E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us
NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must be attached to a signed Certificate of Substantial Completion or Final Acceptance.
Revised 01/07

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State of Illinois
CAPITAL DEVELOPMENT BOARD

RSMW

Roofing System Manufacturer's Warranty

Manufacturer's Warranty Number(s):

Effective Date:

Ending Date:

Metal Finish Warranty Length:

Watertight Warranty Length: (*15) (*20) Years

Manufacturer Name:

CDB Project No.

Telephone #:

Fax #:

CDB Project Manager:

E-Mail:

Agent: Capital Development Board, 3rd Floor,
William G. Stratton Building, Springfield, IL 62706

Address:

Total Warranty - Square Footage:

Using Agency:

Roof Specification-System Name:

Site Address:

Lin. Ft. Flashing:

Building Name:

Lin. Ft. Expansion Joint Covers:

CDB Building No.:

Insulation Type(s):

Identify Area of Work:

Roofing Contractor:

Additional Building(s):

Address:

Site Address:

Telephone No.:

Fax #:

Building Name:

Other Information:

CDB Building No.:

Identify Area of Work:

Note: Contractor: Complete information above and Section II. below.

Note: A/E: Edit Warranty length & complete information above

WARRANTY

- I. The Roofing System Manufacturer hereinafter called "Manufacturer" acknowledges that it has previously reviewed the drawings and specifications for the roofing system and certified that the design is acceptable for this Warranty. The Manufacturer warrants to the Building Owner named above, that, subject to the provisions of this document, the Manufacturer will, at its own expense, make or cause to be made all repairs necessary to maintain the roofing system in a watertight condition during the warranty period stated above which commences on the date of Substantial Completion of the roofing system. System includes:
 - A. Membrane(s).
 - B. Flashings (except metal or components not furnished by the Manufacturer as part of its advertised system).
 - C. Insulation.
 - D. Fasteners and adhesives.
- II. Limitation: The Manufacturer's liability under this Warranty shall be limited to (\$) which is the Owner's original cost of the installed roofing system per CDB Contractor Schedule of Values (CSV).

III. OWNER'S RESPONSIBILITY: The Owner will notify the Manufacturer if repairs covered by the Warranty are required. The notice will be by, Telephone, Fax, E-mail, or Mail, to the Manufacturer's office specified in the Manufacturer's Maintenance Manual within 30 days of discovery of leaks or other defects in the roofing system. The Owner will provide the Manufacturer free access to the building during regular business hours over the life of the Warranty. The Owner acknowledges that the Manufacturer has provided its Roofing Maintenance Manual, including instructions necessary for the Owner to inspect and maintain the roofing system during the warranty period.

IV. EXCLUSIONS: The following are excluded from this Warranty:

- A. Roof maintenance for corrections of conditions other than leaks.
- B. Damage to any part of the building (other than the roofing system) or to its contents.
- C. Damage resulting from repairs made to the roofing system without the Manufacturer's prior authorization.
- D. Damage resulting from any one of the following:
 - 1. Settlement, expansion, contraction, cracking, warping, deflection or movement of roof deck, walls, coping structural members or building foundation.
 - 2. Natural disasters (i.e., windstorm, hail, flood, hurricane, cyclone, lighting, tornado or earthquake).
 - 3. Changes in building usage; new installations on, through or adjacent to the roofing system made after the effective date of this Warranty, unless the Manufacturer has given prior written approval of such changes in building usage or new installations.
 - 4. Accidents, vandalism or other uncontrollable events.
 - 5. Lack of positive drainage (standing water) for asphalt built-up systems.
 - 6. Chemical attacks on the membrane from sources unknown or not present at time of roofing installation.
 - 7. Falling objects, misuse or abuse of the roofing system, traffic, recreational activities or storage of material on the roofing system.
 - 8. Infiltration or condensation of moisture in, through or around walls, copings, building structure or underlying or surrounding areas.
 - 9. Movement or deterioration of metal components adjacent to the roof (except where such components are a part of the Manufacturer's advertised roofing system).
 - 10. Failure of materials supplied by others (except where such materials are a part of the specified roofing system certified by the Manufacturer prior to bidding the roofing work).
 - 11. Tests or test cuts not authorized by the Manufacturer.
 - 12. Failure of the Owner to provide maintenance in accord with the Roofing Maintenance Manual.
 - 13. Failure of the Owner to notify the Manufacturer of leaks or other defects within 30 days of discovery.
- E. The implied warranties of merchantability and fitness for a particular purpose are excluded.

In Witness Whereof: Manufacturer and Owner have caused this Warranty to be duly executed on the dates below.

MANUFACTURER: _____,	OWNER
a State of _____ Corporation with principal office	Address:
at:	
BY:	
TITLE:	BY:
DATE:	TITLE:
	DATE:

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manage and/or Roofing Team member. All CDB e-mail addresses are available on our website: www.cdb.state/il.us.

Note: To meet contractual requirements, the form submitted to CDB must have original signatures.

State of Illinois
CAPITAL DEVELOPMENT BOARD

WARRANTY INFORMATION

**Warranty No.:	*Project Name:
**Date of Warranty:	*Project Number:
**Years: _____	*CDB Project Manager:
**End of Warranty:	
**Roofing System Manufacturer:	*Using Agency:
**Address:	Agent: Capital Development Board 3rd Floor, Stratton Bldg., Springfield, IL 62706
**Total Warranty - Square Footage:	*Building Name:
**Type:	*CDB Bldg No.:
**Trade-name:	*Building Address:
**Lin. Ft. Flashing:	*Location of Area(s):
**Insulation Type:	*CDB Building Name:
**Roofing System Installed Cost	*CDB Building No.:
**Each Building or Area:	*Address:
**Roofing Contractor:	*Location of Area(s) Installed:
**Address:	
**Phone:	
Fax:	

NOTE: List additional buildings or areas below

***NOTE: A/E:** Complete *asterisked information before inserting in the Manual as the last page of applicable Sections. List additional buildings below, and use a 2nd Warranty Information form if needed.

****NOTE: Contractor:** Complete ** information and submit this form with manufacturer's warranty.

*CDB Building Name:	* Building Name:
*CDB Building No.:	*CDB Building No.:
*Address:	*Address:
*Location of Area(s) Installed:	*Location of Area(s) Installed:

USE THIS FORM WHEN A CDB ROOFING SYSTEM MANUFACTURER'S WARRANTY (RSMW) IS NOT APPLICABLE, AND A MANUFACTURER WARRANTY IS SPECIFIED. USE WITH METAL ROOFING, ASPHALT OR WOOD SHINGLES AND SHAKES, TILE, AND SLATE.

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State of Illinois
CAPITAL DEVELOPMENT BOARD

PBMW

Pre-Engineered Metal Building Manufacturer's Warranty

Effective Date of this Warranty:

Warranty Number:

Building Mfr:

CDB Project Number:

Address:

CDB Contract Number:

Report Defects To: Tel:

CDB Project Manager:

Fax: Email:

CDB Project Manager Tel:

Address:

CDB, 3rd Floor, Stratton Bldg., Springfield, IL 62706

Email Add:

CDB Building Number:

General Contr.:

Building Name:

Address:

Usage Building:

Contact: Tel:

Wall Sq. Ft.: System:

Fax: Email:

Roof Sq. Ft.: System:

Building Erector:

Using Agency:

Address:

Address:

Contact: Tel:

Contact: Tel:

Fax: Email:

Arch/Eng:

Area Sq. Ft.:

Address:

Other:

Contact: Tel:

WARRANTY

A. The pre-engineered metal building manufacturer named above warrants to the State of Illinois, Capital Development Board (Owner), that it shall at its own expense, make or cause to be made, all repairs or replacements, including all inspections, labor and materials to those items they furnished or approved, to maintain the metal building systems in the condition specified below, and in the applicable portion of Section 13 34 19 of the Project Specifications, for the time periods specified below, following the Date of Substantial Completion of this project.

1. Basic Warranty: Materials & workmanship: One year for all metal building systems.
2. Extended Warranties: Weathertightness: Ten years for the following when they are provided as a part of the building:
 - a. Metal or composite flashings.
 - b. Standing seam steel roofing.
 - c. Metal wall panel system. Insulated metal wall panel system.
 - d. Roof opening curbs. Ventilators. Skylights.
 - e. Other: _____.
3. Extended Warranties: Metal Finish, Roof or Wall Panels: Twenty (20) years **from date of shipment ()** on fluoropolymer resin paint, or metallurgic coatings, against the following conditions:
 - a. Perforation, Peeling, Flaking, Blistering.
 - b. Color change in excess of the manufacturer's published amount (paint).

B. Liability Limits: The building manufacturer's liability for each listed building system shall be limited to the original installed cost for each system, including all labor and materials. The Architect/Engineer shall determine these costs and liability from the General Contractor's Schedule of Values (CDB Form CSV), which shall be:

Wall System: \$ _____ Roof System: \$ _____

PBMW PRE-ENGINEERED METAL BUILDING MANUFACTURER'S WARRANTY

- C. **Manufacturer's Responsibilities:** The manufacturer or his representative shall respond within 15 days of written notification by the Using Agency or Owner, of leaks or other defects with an inspection. Replacement and/or repair of defective components or systems covered under the Warranty shall commence within 30 days of the notification date, and shall be made at no cost to the Owner, up to the amount of the manufacturer's liability limit. All inspections made by the manufacturer or his representative under this Warranty will require a written report to the Using Agency and the Owner within 30 days of the inspection.
- D. **Using Agency's Responsibilities:** The Using Agency will notify the manufacturer if a defect covered by this Warranty is discovered. Notice may be by phone, email, fax, or U.S. Mail, to the manufacturer's office designated on Page 1, within 30 days of discovery.
- E. **Exclusions:**
1. Damage to the building contents.
 2. Damage resulting from repairs made to the building systems or components without the manufacturer's prior written authorization, except where such repairs are made after the manufacturer fails to honor the terms of this Warranty.
 3. Modifications to any building system or component after Substantial Completion without prior written authorization from the manufacturer.
 4. Damage resulting from any of the following:
 - a. Settlement, expansion, contraction, cracking, warping, or movement of non-building systems or components, foundations, or floor slab.
 - b. Natural disasters: Windstorms exceeding the testing limits of U.L. 90, hurricane, cyclone, tornado, flood, hail, lightning, or earthquake.
 - c. Accidents, vandalism, or other uncontrollable events.
 - d. Chemical attack from sources unknown, or not present or foreseeable at the time of the building system installation.
 - e. Falling objects, misuse or abuse of a system, or material storage or debris on the roof.
 - f. Infiltration of moisture or condensation in, through, or around non-system components, or underlying or surrounding areas, unless caused by defective installation of a warranted system or its components.
 - g. Failure of the materials supplied by others, except where such items are specified or advertised by the manufacturer as a part of the building system.
 - h. Failure of the Owner to notify the Manufacturer of leaks or other defects within 30 days of discovery.
 5. The implied warranties of merchantability and fitness for a particular purpose are excluded.
- F. Warranties containing riders or qualifying statements, or any terms other than as herein stated, will not be acceptable to CDB.

This Warranty was executed on behalf of the manufacturer by its authorized officer this _____ day of _____, 20____

Manufacturer:

Corporate Seal:

By:

Typed Name:

Title:

A copy of this Warranty was received on _____ by the Using Agency's representative: _____
(Date) (Print Name)

Signature: _____

State of Illinois
CAPITAL DEVELOPMENT BOARD

**CERTIFICATE OF OPERATING
AND TRAINING INSTRUCTION**

PROJECT NO.: _____ - _____ - _____

FOR CDB USE ONLY

Name: _____
Project No: _____
Contract No.: _____
C.F. Locale: **Contractor #7**

CONTRACTOR: (Name, Address)

Date: _____
PROJECT: (Name, Description)

CONTRACT WORK:

USING AGENCY:

CONTRACT NO.:

The Contractor/Supplier on the above date did instruct the Using Agency on the operation of the following named equipment as per the relevant sections of the project specifications:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Attendees

	Signature	Representing	Phone No.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____

This Certification Sheet must accompany the Substantial Completion package. The A/E or A/E representative must participate in this training.

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have original signatures from all attendees.

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FINAL ACCEPTANCE

I. GENERAL

- A. Final acceptance is a condition which occurs when CDB accepts the certification of the architect/engineer that the contractor has complied with all requirements of the contract, and that the contractor is authorized to receive payment in full, including all retainage.
- B. Final acceptance is dependent only on the individual contractor's performance and is not related to the other contractors' performance on a project. Upon completion of contractual obligations, a contractor's contract will be closed out. The coordinating contractor generally will not be closed out prior to the assigned contractors.

II. FINAL ACCEPTANCE INSPECTION

- A. The contractor notifies the architect/engineer in writing that:
 - 1. All punch list items have been completed or corrected.
 - 2. Contract documents have been reviewed and the project has been inspected for compliance with the contract.
 - 3. Equipment and systems have been tested in the presence of the using agency representative and are operational.
 - 4. The using agency's personnel have been instructed in the operation and maintenance of all equipment and systems.
 - 5. The project is complete and ready for final inspection.
- B. A formal final acceptance meeting on or about the date indicated by the Contractor's Certificate of Substantial Completion for completion of punch list items is held at the option of the CDB project manager. Verification of the punch list completion will be made by the architect/engineer and the project manager.

The final acceptance form may be signed at the meeting or forwarded to the appropriate parties for signature.

III. CONTRACTOR'S FINAL SUBMITTAL TO ARCHITECT/ENGINEER

- A. Should the architect/engineer consider that the work is complete in accordance with contract requirements, the final acceptance and final payment submittal will be requested.
- B. The final close out package from each contractor to the architect/engineer consists of the following:
 - 1. The final payment package:

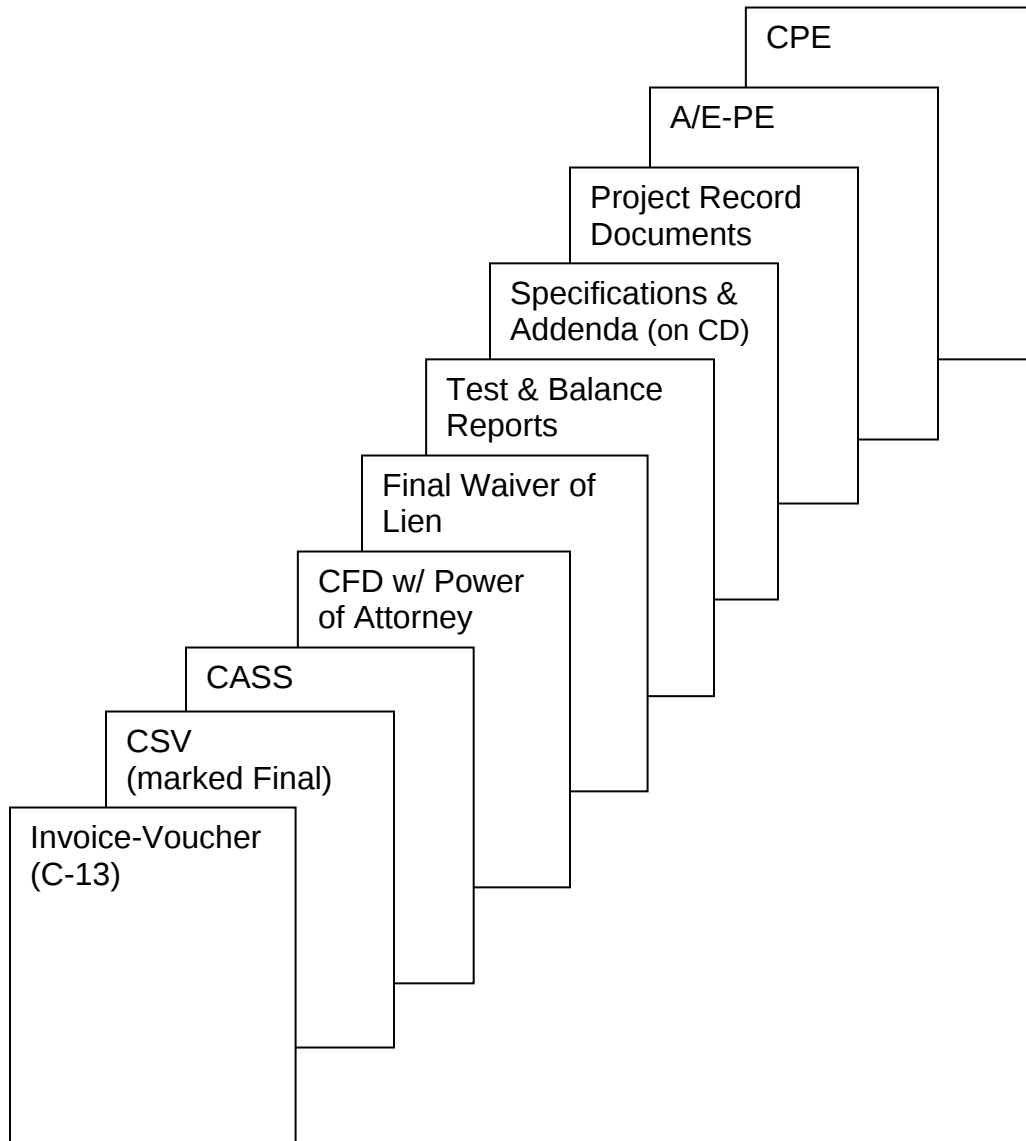
- a. Invoice Voucher
 - b. Revised CSV, if applicable, mark as “FINAL”.
 - c. Contractors Affidavit and Sworn Statement (CASS)
 - d. Contractors Final Declaration (CFD) with Power of Attorney
 - e. Final Waivers of Lien (from each subcontractor and supplier)
 - (1) For the full amount of the contract as shown on the CSV.
 - (2) CDB forms only.
- 2. Testing and Balancing Reports
 - 3. Marked-up Specifications and Addenda
 - 4. Project Record Documents (marked up prints)
 - 5. Architect/Engineer Performance Evaluation (A/E-PE) (May be sent directly to the CDB PM.)
 - 6. Contractor Performance Evaluations (CPE) on other contractors.
 - 7. Guarantees, Warranties and Bonds Form and Warranties for items on the Punch List
 - 8. All items not submitted at Substantial Completion

IV. ARCHITECT/ENGINEER REVIEW AND SUBMITTAL

- A. The architect/engineer reviews the submittals for completeness and accuracy.
- B. If acceptable, the architect/engineer transmits the package to the CDB project manager.
- C. Upon receipt of architect/engineer’s package, the project manager reviews for completeness and initiates final processing and distribution.

Final Close-Out Package

(To be submitted by the contractor to the architect/engineer)



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State of Illinois
CAPITAL DEVELOPMENT BOARD

C-FCP

Contractor's Final Close-Out Package

FOR CDB USE ONLY

Name: _____

Project No: _____ - -

Contract No: _____

C.F. Locale: Contractor #7

Project No: _____ - -

Contract No: _____

Contract Work (Trade): _____

Contractor (Name, Address) _____

PROJECT: (Name, Location, Using Agency)

FINAL PAYMENT

- ☐ Invoice Voucher (C-13)
- ☐ CASS
- ☐ CFD w/Power of Attorney and Jurat
- ☐ Final Waivers for total contract amount from each Subcontractor/Supplier shown on CASS.
- ☐ Final CSV (marked 'Final')

A/E Firm: _____

By: _____

Date : _____

FINAL ACCEPTANCE

- ☐ Original Certificate of Final Acceptance with all original signatures
- ☐ GWBForm and Warranties for items on Punch List
- ☐ Contractor Performance Evaluation (CPE) by
☐ User ☐ A/E
- ☐ Certification of Operations & Training Instruction (if applicable)
- ☐ As-built documents received by A/E.
- ☐ Test & Balance Reports (must be reviewed & approved by A/E) if applicable.
- ☐ Warranties not submitted with Substantial Completion

By CDB PM

- ☐ Submit final Documents to Project Technician, **including the original Invoice Voucher (C-13), CASS, Final Lien Waivers for the same amount as the CASS and CSV for each supplier/subcontractor, CFD (w/ Surety portion complete),** Certificate of Final Acceptance, and distribution/address list.
Contractor has submitted specified warranties for each roofing system (Must be initialed by a CDB Roofing Specialist).
- ☐ CPE by Project Manager
- ☐ Memo to the Fiscal Section, de-obligating or canceling any monies left in the Project, and changing Project Status to **XP**. (☐ In-House projects only)

Project Manager: Name: _____
Date: _____ Signature: _____

BY CDB PT

- ☐ Final Invoice Voucher amount verified (OB-1) Date invoice sent to Accounting _____

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have an original signature.

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State of Illinois
CAPITAL DEVELOPMENT BOARD

CFD

CONTRACTOR'S FINAL DECLARATION

Project No.: _____

CONTRACTOR: (Name, Address)

PROJECT: (Name, City, County)

CDB Contract No.:

Contract Work:

Using Agency:

The undersigned Contractor has been employed by CDB to perform the Contract Work. In accordance with the Contract, the Contractor hereby provides:

A. **AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**, certifying that he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract for which CDB, the Using Agency, or their properties might in any way be held responsible.

B. **AFFIDAVIT OF RELEASE OF LIENS**, certifying that to the best of his knowledge, information and belief, that the attached Final Waivers of Lien include the contractor(s), and all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services arising in any manner out of the performance of the Contract.

C. **RELEASE** of all claims against CDB arising by virtue of the Contract.

D. **FINAL CONTRACT AMOUNT:** \$ _____

CONTRACTOR:

By: _____ (Signature)

Title: _____

NOTARY PUBLIC:

Subscribed and sworn to before me this _____

day of _____, _____.

(Signature)

CONSENT OF SURETY. In accordance with the Contract between CDB and the Contractor, Surety, on bond of the Contractor, hereby approves of the final payment to the Contractor. Surety agrees that final payment shall not relieve Surety of any of its obligations to CDB as set forth in Surety's Bond.

SURETY COMPANY: (Name)

By: _____ (Signature)

Attorney-in-Fact

(Typed name)

JURAT (Notary's Statement Authenticating Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert Name of Attorney-in-Fact for SURETY)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ DAY OF _____ A.D. _____

Notary Signature _____

Attach Surety's Power of Attorney

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State of Illinois
CAPITAL DEVELOPMENT BOARD

FINAL

WAIVER OF LIEN Waiver of Lien No.

STATE OF _____)
COUNTY OF _____)^{ss}

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by :

CDB Contract No.:
Contractor's Contract No.:

To furnish for the premise known as:

Project:

Project No.:

of which the State of Illinois, acting through the Capital Development Board, is the owner.

The undersigned, for and in consideration of

_____ (\$ _____) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under _____ my/our _____ hand and seal
this _____ day of _____ , _____ .

(Affix Corporate Seal Here)

(Company Name)

(Signature)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: _____ (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

WAIVER OF LIEN PROCEDURES

Definitions:

CONTRACTOR. Contractor is the individual, partnership, firm, corporation, or other business entity entering into the Contract with CDB to perform the Work under the Contract Documents and is identified as such in the Owner-Contractor Agreement.

SUBCONTRACTOR. Subcontractor is a party having a direct contract with the Contractor to perform any of the Work.

SUB-SUBCONTRACTOR. Sub-Subcontractor is a party having a direct or indirect contract with a Subcontractor to perform any of the Work.

SUPPLIER. Supplier is a party having a direct contract with the Contractor, Subcontractor, or Sub-subcontractor to furnish material or equipment for the Work.

Partial Lien Waivers:

1. The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

Note: The Capital Development Board or Architect-Engineer may furnish to any Subcontractor or Supplier information regarding percentages of completion or amounts used as basis of payments on account of Work by such Subcontractors or Suppliers.

Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's Final Declaration (CDB Form CFD).
2. Final lien waivers in the full amount of their contracts from all subcontractor and suppliers for which final lien waivers have not previously been submitted.

Use of CDB Waiver Forms

All waivers shall be submitted on CDB Forms. On special request, when the use of CDB's form will result in the Contractor's inability to obtain a waiver, the project manager may allow the use of an alternate form.

Corporate seal is not a required element.

IMPORTANT NOTICE DISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.
--

APPENDIX A

PREPARING DETAILED BREAKDOWNS FOR CHANGE ORDER PROPOSALS

I. GENERAL

- A. All work to be performed under the change order must be itemized, including the work of all subcontractors.
- B. Items must be relevant to the scope of work of the change order. Each change order is reviewed as unique; therefore, a lump sum approach to quoting prices is not acceptable. Submit all information necessary to support the proposal including an explanation of unusual job conditions affecting the proposal.
- C. Itemize the work in sufficient detail so that quoted quantity and price can be verified. Each work item must be listed with its respective unit price and labor unit rate. *Failure to itemize is the most common reason for delay or rejection of change orders.*
- D. The use of values or unit prices from the CSV in the proposal is not acceptable.

II. ALLOWABLE ITEMS. Listed below are major items that may be included in change order quotations. The list is not all inclusive.

- A. **Basic Materials.** Defined as items that can be purchased at local supply houses and are not uniquely specified. Examples include pipe, fittings, conduit, lumber, concrete and drywall.

This material is to be priced at the contractor's cost, not the manufacturer's suggested list price. The timing of the change order and its size are used to determine if bulk price or over-the-counter prices are acceptable. Where a supplier's price is excessive, other local suppliers' prices may be used to determine allowable costs. CDB may request copies of supplier quotations.

- B. **Equipment.** Defined as those components of the work which are uniquely

specified for the project or are built or manufactured on special order and are not stock items. Examples include boilers, chillers, switch gear, transformers and special general finishes.

Equipment costs must be supported by quotations on the supplier's letterhead with descriptions of the pertinent characteristics of the equipment listed such as size and manufacturer. Quotations that have been altered in any way are not acceptable.

C. Labor Costs.

1. Labor Unit Rates. CDB will check the contractor's estimated labor unit rates in the quotation against CDB's historical rates from other projects and published sources. Major deviations will cause rejection of the change order. Difficulty or job factors applied to rates must be noted with an explanation.
2. Working foreman hours (only) may be included.
3. Labor wage rates may include the following:
 - a. Taxable wages to the employees (the trade base wage rate). CDB may request a copy of any worker's pay stub or certified payroll to verify the base wage rate.
 - b. Fringe Benefits
 - (1) When labor to be performed is covered by IDOL prevailing wage, the fringe benefits shall be in accordance with IDOL or the local union agreement.
 - (2) When labor to be performed is not covered by IDOL prevailing wage, the fringe benefits shall include employer's costs for the following items only:
 - (a) medical, life, dental, and vision insurance
 - (b) pension plans (not including profit sharing)
 - (c) vacation, sick, and holiday time
 - (d) training
 - (3) The maximum allowance for fringe benefits shall be 45% of the base wage rate. An itemized breakdown of the fringe benefits shall be provided upon request.
 - c. Employment costs mandated by the government:
 - (1) FICA (Social Security and Medicare)
 - (2) State and federal unemployment taxes
 - (3) Workmen's compensation insurance
 - d. Labor rates not conforming to IDOL published prevailing wage rates must be backed up with a copy of the union agreement or other verification.
 - e. No other costs may be included in the hourly wage rate.

4. **Overtime Hours.** All overtime hours are to be itemized separately at the exact overtime rate. Worker's compensation and fringe benefits do not apply to overtime. The use of overtime in performing change order work must be approved by CDB prior to submittal of RFP.
 5. **Travel Costs.** Travel expenses are allowed only under the following conditions and may not exceed the rates published in the State of Illinois Travel Policy (CMS publication available at www.state.il.us/cms/employee/travel):
 - a. When travel expenses are required by the local union agreement, a copy of the union agreement which describes travel costs to be submitted with wage rates.
 - b. When there are no workers available from the respective locals, a letter from the local hall stating such must be provided.
 - c. When the work is very specialized and qualified personnel are not available locally.
 - d. When a change order is initiated after substantial completion and the contractor is no longer performing work on site, travel will be allowed for one lead person for each trade, providing the home base for the contractor is outside the local area.
 - e. Vehicle expense for only one vehicle will be allowed.
- D. **Bonds.** The increase or decrease in the cost of the performance bond as a result of the change order shall be included.
- E. **Builders' Risk Insurance.** No General Liability or other insurance cost, other than Builders Risk, is allowed.
- F. **Tool Allowance.** An allowance for employer provided tools and related consumables will be allowed when pertinent to the change order work. The actual tools used shall be listed. Allowable tools include concrete saws, pipe threaders, circular saws, drills, pipe benders, etc. Consumables may include saw blades, drill bits, etc. Tool allowance will not be permitted on change orders that do not require allowable tools or consumables.
- G. **Rental Equipment.** Equipment such as compressors, backhoes, etc.. necessary to complete the change order work is allowed. Quotations or invoices from rental companies must be included. If equipment is owned by the contractor, an allowance will be given for "wear and tear" in accordance with the IDOT Schedule of Average Annual Equipment Ownership Expense.
- H. **Additional Warranty Costs.** Usually these costs will only apply when a piece of equipment is added to the project. The cost of this item must reflect the appropriate risk of a warranty call-back and should be for labor only. Replacement parts are considered to be part of the manufacturer's quotation.

- I. **Testing, Balancing and Start-Up Costs.** These costs are allowable if the scope of work for the proposed change order modifies the levels of testing, balancing or start-up costs of the original project.
- J. **Long Term Storage.** The storage costs of purchased material and equipment are allowed only under unusual situations. Where storage is chargeable, it must be shown that either a rented warehouse or the contractor's warehouse was required for extended storage of the materials required for the change order.

III. UNALLOWABLE ITEMS. The following cost items are not acceptable on change order proposals. The list is not all inclusive.

- A. **Engineering Fees.** CDB requires the A/E to provide all design services. If the contractor feels that engineering or design is required to clarify the work, then the CDB project manager should be notified.
- B. **Job Site Facilities** such as trailers and phones.
- C. **Short Term Storage.**
- D. **Time Extensions.** The Standard Documents for Construction expressly states that there will be no compensation for delays. The A/E is not authorized to approve costs for time extensions or delays. Under certain circumstances, CDB may approve a time extension or recognize a project delay (without additional compensation). If approved, all time extensions must be processed as separate RFP/CO's.
- E. **Cost of Estimating and Preparation.** This is an overhead cost.
- F. **Costs of Clerical and Support Staff.** This is an overhead cost.
- G. **Supervision.** This is an overhead cost, except when a foreman is also directly performing the work. Labor costs for supervisors, foremen not allowed to work with tools by union agreement, etc, are not allowed. An exception may be made when the change order is initiated after substantial completion and the contractor no longer has supervision on site.
- H. **Liability Insurance.** This is an overhead cost.

IV. SPECIAL SITUATIONS

- A. **Shop Drawings.** A change order may require the contractor to prepare additional or revised drawings to install the work. The cost of such drawings may be included in the change order. The contractor may be required to submit these drawings to verify the inclusion of this cost.
- B. **Duct Work.** Low and medium pressure duct work may be quoted dollar per

pound delivered to the job site. The net weight should be shown as the quantity sold. The price per pound should include waste allowance, bracing and reinforcing, shop labor, material, equipment and shop burden. The intent is to treat duct work as a manufactured product. For duct work purchased from another firm, particularly high pressure round duct, an itemized and unit price quotation from the supplier is to be furnished with the contractor's proposal.

- C. **Sheet Metal Specialties.** These specialties include splitter dampers, fire dampers and flexible connections. These are to be itemized as "equipment" with unit prices shown. These materials may not be shown with a total lump sum.

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State of Illinois
CAPITAL DEVELOPMENT BOARD

REQUEST FOR PROPOSAL & CHANGE ORDER

Date: **SAMPLE**

RFP Number: **G-1**

FOR CDB USE ONLY

Name: _____
Project No.: _____
Contract No.: _____
C.F. Locale: **Contractor #2**

1. (Contractor's Name, Address, Telephone, Fax & Attention)

ACME Construction, Inc.
P. O. Box 1000
City, IL 11111
(217)999-1231 Fax (217)999-1234
Attn: Alex Acme e-mail: aacme@amceconst.com

CDB Project #: **000-000-000**

CDB Project Name: **Renovate Kitchen**
& Location: **Illinois Veterans' Home, City, County, IL**

CDB Contract #: **00-0000-00**
Contract Work: **General**

2. REQUEST for change by: **Using Agency**

CDB contemplates making certain changes, additions and deletions to the work to be performed under the subject Contract. Unless otherwise indicated in the description of change, accompanying drawings and specifications, all work required shall conform to the contract documents. The Contractor is required to submit within 14 calendar days from the date herein a proposal and a detailed breakdown for this change. The proposal shall be submitted in accordance with CDB's format and the General Conditions.

3. REASON for change:

User needs additional space in the kitchen.

4. DESCRIPTION of change including reference to drawings and specifications revised, new drawings and specifications issued.
Convert existing storage area to kitchen space, including new flooring, acoustical ceiling, paint and kitchen equipment.

5. OTHER CONTRACTS affected by this change. List Contractor's name, contract work, RFP number and amount.

Wizard Heating, Inc. – Heating, H-1, \$1,512.86
Spark Electric, Inc. – Electrical, E-1, \$2,392.79

IMPORTANT NOTICE

Disclosure of this information is mandatory in accordance with the Standard Documents for Construction. Failure to complete this will prevent payment for work completed and/or be a material breach of contract.

6. CONSIDERATION:
Work to be accomplished in **15** Calendar Days from Approval of RFPCO.

NOTE: Unless specifically indicated above, this does not extend the contract time.

The Contract Sum is INCREASED/DECREASED
by the total sum of.....\$ **59,900**

7. The change described above and on accompanying drawings and specifications and the Contractor's proposal (if applicable) are hereby incorporated by reference and made a part hereof. Having reviewed the above and determining the amount to be fair and proper the undersigned:

RECOMMEND issuance of a change order
A/E Firm Name

BY _____ signature

COORDINATING CONTRACTOR or CONSTRUCT. MANAGER

BY _____ signature

CONTRACTOR DATE _____

BY _____ print name

signature

title

APPROVE as to form and content:

USING AGENCY name

BY _____ signature

CDB/PM APPROVE

_____ signature

CDB APPROVE change order DATE _____

BY _____ print name

signature

title

8.	FOR CDB USE ONLY	Type of Change	% Assess	Package No.	CO Date	CO No.	CO AMOUNT add (deduct)
							\$

State of Illinois
CAPITAL DEVELOPMENT BOARD

CPBS

Contractor's/Subcontractor's
Proposal Breakdown Summary

Date: Sample
Project No. 000-000-000

RFP No: G-1

FOR CDB USE ONLY

Name: _____
Project No. _____
Contract No: _____
C.F. Locale Contractor #2

FROM: Contractor/Subcontractor Name, Address

Acme Construction, Inc.

P. O. Box 1000

City, IL 11111

Subcontractor indicate name of contractor.

PROJECT: Name, Location

Renovate Kitchen

Illinois Veterans' Home

City, County, IL

CONTRACT WORK: General

CDB CONTRACT NO: 00-0000-00

I. SUMMARY OF DETAILED BREAKDOWN

Note: Detailed breakdown must be attached.

	Additions	Deletions	Net Total
A. MATERIAL	<u>\$4,810.00</u>		<u>\$4,810.00</u>
B. LABOR	<u>\$6,873.87</u>		<u>\$6,873.87</u>
C. OTHER	<u>\$2,000.00</u>		<u>\$2,000.00</u>
D. NET TOTAL A+ B+C			<u>\$13,683.87</u>
E. OVERHEAD & PROFIT Line D X 18%* (min. \$100) additions only-deletions-0-			<u>\$2,463.10</u>
F. TOTAL PROPOSAL FOR CONTRACTOR'S WORK		Lines D + E	<u>\$16,146.97</u>

II. CONTRACTORS MARKUP ON WORK OF SUBCONTRACTORS

Note: Detailed breakdowns and summaries (CPBS Form) from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL **
<u>Pete's Painting</u>	<u>Painting</u>	<u>\$2,560.00</u>
<u>Fred's Floor Shop</u>	<u>Flooring</u>	<u>\$17,500.00</u>
<u>The Tile Tower</u>	<u>Acoustical Ceiling</u>	<u>\$5,000.00</u>
<u>Appliance Attic</u>	<u>Kitchen Equipment</u>	<u>\$15,000.00</u>

G. SUBTOTAL of all work performed by contractor's subcontractors		<u>\$40,060.00</u>
H. CONTRACTOR's MARK-UP on work of subcontractors (min. \$50)	Line G X 6% *	<u>\$2,403.60</u>
I. TOTAL PROPOSAL FOR SUBCONTRACT WORK	Line G+H	<u>\$42,463.60</u>

III. PROPOSAL

J. BONDS (<u>1</u> %) (if applicable)	Enter percentage as a number, for 10%, enter 10	<u>\$586.11</u>
K. BUILDERS RISK INSURANCE(<u>1.2</u> %)(if applicable)		<u>\$703.33</u>
L. TOTAL PROPOSAL OF THIS CONTRACTOR (for subject PFPCO)	Lines F+ I +J +K	<u>\$59,900.00</u>
M. RCIF:{line L÷95% (minus line L)} Applicable for Indemnified Projects Only		
	Is This Contract to be Indemnified? Y or N> <u>N</u>	
N. PROPOSAL for subject RFPCO increase (decrease) in contract amount.		<u>\$59,900.00</u>
O. Work to be accomplished in <u>15</u> Calendar Days from Approval of RFPCO.		

CONTRACTOR

(Signature) _____ Title _____ Date _____
(Name Typed) _____

* As per Contract Documents, General Conditions

** Subcontractor's Proposal Amounts from Line N of Subcontractor's CPBS Form

State of Illinois
CAPITAL DEVELOPMENT BOARD

**CHANGE ORDER PROPOSAL
SUMMARY COMPUTATIONS**

CONTRACTOR	<u>Acme Construction, Inc.</u>	PROJECT NAME	<u>Renovate Kitchen</u>
DATE	<u>SAMPLE</u>	PROJECT NO.	<u>000-000-000</u> RFP NO. <u>G-1</u>

A. MATERIAL

1. Rough Material	<u>\$4,650.00</u>	+ Freight/Cartage	=	<u>4,650.00</u>
2. Purchased Equipment (Quotations must be attached)				
a. Hollow Metal Doors and Frames				<u>160.00</u>
b.				
c.				
d.				
Total Equipment Costs				<u>160.00</u>
TOTAL MATERIAL COST				<u><u>\$4,810.00</u></u>

B. LABOR

1. Trade Carpenter	Journeyman	10	x	<u>\$28.17</u>	=	<u>\$281.70</u>
	Foreman		x		=	
	Gen Foreman		x		=	
2. Trade Cement Finish	Journeyman	112	x	<u>\$29.25</u>	=	<u>\$3,276.00</u>
	Foreman		x		=	
	Gen Foreman		x		=	
3. Trade Laborer	Journeyman	143	x	<u>\$23.19</u>	=	<u>\$3,316.17</u>
	Foreman		x		=	
	Gen Foreman		x		=	
TOTAL LABOR COSTS						<u><u>\$6,873.87</u></u>

C. OTHER COSTS

1. Tool Allowance		7.			
2. Rental Equipment		8.			
3. Shop Drawings		9.			
4. End Loader	<u>\$1,200.00</u>	10.			
5. Truck w/ Driver	<u>\$800.00</u>	11.			
6.		12.			
TOTAL OTHER COSTS					<u><u>\$2,000.00</u></u>

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically for review purposes. To meet contractual requirements, form must be submitted to CDB as part of a complete change order package.

**CHANGE ORDER PROPOSAL
LABOR COST BREAKDOWN**Project Number
Project

000-000-000

Renovate Kitchen

Contractor
CDB Contract No.

Acme Construction, Inc.

00-0000-00

		Trade Carpenter			Trade Cement Finisher			Trade Laborer		
Contract Expiration Dates										
Cost Per Hour		Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman
a.	Taxable Wages (incl. Vacation)	\$20.25			\$20.00			\$16.70		
b.	Union Benefits & Fringes *	\$3.67			\$5.16			\$2.89		
c.	F I C A 7.65 % of a.	\$1.55	\$0.00	\$0.00	\$1.53	\$0.00	\$0.00	\$1.28	\$0.00	\$0.00
d.	Fed. Unempl. 0.8 % of a.	\$0.16	\$0.00	\$0.00	\$0.16	\$0.00	\$0.00	\$0.13	\$0.00	\$0.00
e.	State Unempl. 6 % of a.	\$1.22	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00
f.	Worker's Comp. **	\$1.32	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$1.19	\$0.00	\$0.00
g.	Travel Cost (if applicable)									
h.										
i.										
Total Labor Cost/Hr		\$28.17	\$0.00	\$0.00	\$29.25	\$0.00	\$0.00	\$23.19	\$0.00	\$0.00
Worker's Comp Rates**			6.50%			6.00%			7.10%	

Footnotes: * Only costs required by Union Agreement or IDOL Prevailing Wage Rate allowed.

** Worker's Compensation rate may vary by Trade, include the percentages by Trade

- Notes: 1. Only the costs shown above may be included in the hourly wage rates. Insurance costs, etc. are included in Overhead. Travel Cost is allowed only under very limited circumstances.
2. It is suggested that this form be completed for the initial change order on a CDB project and a master copy maintained in the contractor's office. A copy must be included with each change order package and the master copy revised at the beginning of any new wage agreement period.
3. E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

ESTIMATE RECAPITULATION

CDB PROJECT NO. 000-000-000

PROJECT: Renovate Kitchen	ESTIMATE NO.	G-1
LOCATION: Illinois Veterans' Home	SHEET NO.	1 OF 1
A/E:	DATE:	00/00/00
ESTIMATOR: Hamilton (architectural)		

DESCRIPTION	QUANTITY	UNIT	MATERIAL UNIT PRICE	MATERIAL EXTENSION	LABOR UNIT HOURS	LABOR EXTENSION	LABOR UNIT PRICE	TOTAL
Remove Existing Doors	2	EA			1.000	2.00	\$23.19	46.38
Remove Existing Frames	2	EA			2.000	4.00	\$23.19	92.76
Remove Drywall Partitions (200' x 12')	2,400	SF			0.020	48.00	\$23.19	1,113.12
Remove Concrete Slab (50' x 50' x 6")	2,500	SF			0.025	62.50	\$23.19	1,449.38
Load & haul drywall waste (200' x 12' x 6" / 27)	45	CY				In Trucking		
Load & haul concrete waste (50' x 50' x 6" / 27)	46	CY				In Trucking		
Excavate Thicken Slab (200' x 2' x 1" / 27)	15	CY		Hand Work	1.750	26.25	\$23.19	608.74
Resteel in thicken slab	600	LB	\$0.25	\$150.00	0.010	6.00	\$29.25	325.50
Pour thicken slab	15	CY	\$50.00	\$750.00	1.250	18.75	\$29.25	1,298.44
New concrete slab (6" x 50' x 50')	2,500	SF	\$1.50	\$3,750.00	0.035	87.50	\$29.25	6,309.38
New hollow metal frames (3/8 x 7/8) (Material Quote Attached)	2	EA	\$80.00	\$160.00	2.000	4.00	\$28.17	272.68
Reinstall hollow metal doors & hardware	2	EA			3.000	6.00	\$28.17	169.02
EQUIPMENT								
Endloader w/operator	16	HR	\$75.00	\$1,200.00			\$75.00	1,200
Truck w/driver	16	HR	\$50.00	\$800.00			\$50.00	800

SUBCONTRACTORS W/QUOTES ATTACHED

Painting (2 doors & frames, 4800 SF block)	2,560
Quarry tile & base (7500 LF)	17,500
Acoustical Ceiling & Grid (2500 SF)	5,000
Kitchen Equipment	15,000

SUBTOTAL	53,745
SUBTOTAL OTHER SHEETS	

NOT INCLUDED:	TOTAL	53,745
A/E FEES		
ESCALATION		
DESIGN CONTINGENCY		
TESTING FOR ASBESTOS		
ASBESTOS ABATEMENT		

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sample

State of Illinois
CAPITAL DEVELOPMENT BOARD

REQUEST FOR PROPOSAL & CHANGE ORDER

Date: 11/18/2009

RFP Number: H-1

FOR CDB USE ONLY

Name: _____
Project No.: _____
Contract No.: _____
C.F. Locale: **Contractor #2**

1. (Contractor's Name, Address, Telephone, Fax & Attention)

Wizard Heating, Inc.
P. O. Box 3000
City, Illinois 22222
(217)666-1231 Fax (217)666-1234
Attn: Bill Wizard e-mail: bill.wizard@wizard.com

CDB Project #: **000-000-000**

CDB Project Name: **Renovate Kitchen**
& Location: **Illinois Veterans' Home, City, County, IL**

CDB Contract #: **00-0000-00**

Contract Work: **Heating**

2. REQUEST for change by: **Using Agency**

CDB contemplates making certain changes, additions and deletions to the work to be performed under the subject Contract. Unless otherwise indicated in the description of change, accompanying drawings and specifications, all work required shall conform to the contract documents. The Contractor is required to submit within 14 calendar days from the date herein a proposal and a detailed breakdown for this change. The proposal shall be submitted in accordance with CDB's format and the General Conditions.

3. REASON for change:

User needs additional space in the kitchen.

4. DESCRIPTION of change including reference to drawings and specifications revised, new drawings and specifications issued.
Convert existing storage area to kitchen space including new flooring, acoustical sealing, paint, and kitchen equipment.

5. OTHER CONTRACTS affected by this change. List Contractor's name, contract work, RFP number and amount.

Spark Electric, Inc. - Electrical, E-1, \$2,392.79
Acme Construction - General, G-1, \$59,900.00

IMPORTANT NOTICE

Disclosure of this information is mandatory in accordance with the Standard Documents for Construction. Failure to complete this will prevent payment for work completed and/or be a material breach of contract.

6. CONSIDERATION:
Work to be accomplished in **15** Calendar Days from Approval of RFPCO.

NOTE: Unless specifically indicated above, this does not extend the contract time.

The Contract Sum is **INCREASED/DECREASED**
by the total sum of.....\$ **1,512.86**

7. The change described above and on accompanying drawings and specifications and the Contractor's proposal (if applicable) are hereby incorporated by reference and made a part hereof. Having reviewed the above and determining the amount to be fair and proper the undersigned:

RECOMMEND issuance of a change order
A/E Firm Name

BY _____ signature

COORDINATING CONTRACTOR or CONSTRUCT. MANAGER

BY _____ signature

CONTRACTOR DATE _____

BY _____ print name

signature

title

APPROVE as to form and content:

USING AGENCY name

BY _____ signature

CDB/PM APPROVE

_____ signature

CDB APPROVE change order DATE _____

BY _____ print name

signature

title

8.	FOR CDB USE ONLY	Type of Change	% Assess	Package No.	CO Date	CO No.	CO AMOUNT add (deduct)
							\$

State of Illinois
CAPITAL DEVELOPMENT BOARD

CPBS

Contractor's/Subcontractor's
Proposal Breakdown Summary

Date: Sample
Project No. 000-000-000

RFP No: H-1

FOR CDB USE ONLY

Name: _____
Project No. _____
Contract No: _____
C.F. Locale Contractor #2

FROM: Contractor/Subcontractor Name, Address

Wizard Heating, Inc.

P. O. Box 3000

City, IL 33333

Subcontractor indicate name of contractor.

PROJECT: Name, Location

Renovate Kitchen

Illinois Veterans' Home

City, County, IL

CONTRACT WORK: Heating

CDB CONTRACT NO: 00-0000-00

I. SUMMARY OF DETAILED BREAKDOWN

Note: Detailed breakdown must be attached.

	Additions	Deletions	Net Total
A. MATERIAL	<u>\$324.95</u>		<u>\$324.95</u>
B. LABOR	<u>\$290.81</u>		<u>\$290.81</u>
C. OTHER	<u>\$120.00</u>		<u>\$120.00</u>
D. NET TOTAL A+ B+C			<u>\$735.76</u>
E. OVERHEAD & PROFIT Line D X 18%* (min. \$100) additions only-deletions-0-			<u>\$132.44</u>
F. TOTAL PROPOSAL FOR CONTRACTOR'S WORK		Lines D + E	<u>\$868.20</u>

II. CONTRACTORS MARKUP ON WORK OF SUBCONTRACTORS

Note: Detailed breakdowns and summaries (CPBS Form) from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL **
<u>Best Auto Control</u>	<u>Controls</u>	<u>\$340.00</u>
<u>Macro Insulators</u>	<u>Insulation</u>	<u>\$225.00</u>
_____	_____	_____
_____	_____	_____

G. SUBTOTAL of all work performed by contractor's subcontractors		<u>\$565.00</u>
H. CONTRACTOR's MARK-UP on work of subcontractors (min. \$50)	Line G X 6% *	<u>\$50.00</u>
I. TOTAL PROPOSAL FOR SUBCONTRACT WORK	Line G+H	<u>\$615.00</u>

III. PROPOSAL

J. BONDS (<u>1</u> %) (if applicable)	Enter percentage as a number, for 10%, enter 10	<u>\$14.83</u>
K. BUILDERS RISK INSURANCE(<u>1</u> %)(if applicable)		<u>\$14.83</u>
L. TOTAL PROPOSAL OF THIS CONTRACTOR (for subject PFPCO)	Lines F+ I +J +K	<u>\$1,512.86</u>
M. RCIF:{line L÷95% (minus line L)} Applicable for Indemnified Projects Only		
Is This Contract to be Indemnified? Y or N> <u>N</u>		
N. PROPOSAL for subject RFPCO increase (decrease) in contract amount.		<u>\$1,512.86</u>
O. Work to be accomplished in <u>15</u> Calendar Days from Approval of RFPCO.		

CONTRACTOR

(Signature) _____ Title _____ Date _____
(Name Typed) _____

* As per Contract Documents, General Conditions

** Subcontractor's Proposal Amounts from Line N of Subcontractor's CPBS Form

State of Illinois
CAPITAL DEVELOPMENT BOARD

**CHANGE ORDER PROPOSAL
SUMMARY COMPUTATIONS**

CONTRACTOR	<u>Wizard Heating, Inc</u>	PROJECT NAME	<u>Renovate Kitchen</u>
DATE	<u>SAMPLE</u>	PROJECT NO.	<u>000-000-000</u> RFP NO. <u>H-1</u>

A. MATERIAL

1. Rough Material	<u>\$324.95</u>	+ Freight/Cartage	=	<u>324.95</u>
2. Purchased Equipment (Quotations must be attached)				
a.	<u></u>			
b.	<u></u>			
c.	<u></u>			
d.	<u></u>			
Total Equipment Costs				<u></u>
TOTAL MATERIAL COST				<u><u>\$324.95</u></u>

B. LABOR

1. Trade	Electrician	Journeyman	5.45	x	\$26.22	=	\$142.90
		Foreman	5.45	x	\$27.14	=	\$147.91
		Gen Foreman		x		=	
2. Trade		Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
3. Trade		Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
TOTAL LABOR COSTS							<u><u>\$290.81</u></u>

C. OTHER COSTS

1. Tool Allowance	<u></u>	7.	<u></u>	<u></u>
2. Rental Equipment	<u></u>	8.	<u></u>	<u></u>
3. Shop Drawings	<u></u>	9.	<u></u>	<u></u>
4. Power Pipe Thre	<u>\$120.00</u>	10.	<u></u>	<u></u>
5.	<u></u>	11.	<u></u>	<u></u>
6.	<u></u>	12.	<u></u>	<u></u>
TOTAL OTHER COSTS				<u><u>\$120.00</u></u>

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

NOTE: Form may be submitted electronically for review purposes. To meet contractual requirements, form must be submitted to CDB as part of a complete change order package.

**CHANGE ORDER PROPOSAL
LABOR COST BREAKDOWN**Project Number
Project000-000-000
Kitchen RenovationContractor Wizard Heating, Inc.
CDB Contract No. _____

		Trade	Fitter		Trade		Trade			
Contract Expiration Dates			<u>00/00/00</u>							
Cost Per Hour		Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman
a.	Taxable Wages (incl. Vacation)	\$18.50	\$19.25							
b.	Union Benefits & Fringes *	\$3.25	\$3.25							
c.	F I C A 7.65 % of a.	\$1.42	\$1.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
d.	Fed. Unempl. 0.8 % of a.	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
e.	State Unempl. 8 % of a.	\$1.48	\$1.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f.	Worker's Comp. **	\$1.42	\$1.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
g.	Travel Cost (if applicable)									
h.										
i.										
Total Labor Cost/Hr		<u>\$26.22</u>	<u>\$27.14</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Worker's Comp Rates**			<u>7.70%</u>							

Footnotes: * Only costs required by Union Agreement or IDOL Prevailing Wage Rate allowed.

** Worker's Compensation rate may vary by Trade, include the percentages by Trade

- Notes: 1. Only the costs shown above may be included in the hourly wage rates. Insurance costs, etc. are included in Overhead. Travel Cost is allowed only under very limited circumstances.
2. It is suggested that this form be completed for the initial change order on a CDB project and a master copy maintained in the contractor's office. A copy must be included with each change order package and the master copy revised at the beginning of any new wage agreement period.
3. E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

ESTIMATE RECAPITULATION

CDB PROJECT NO. 000-000-000

PROJECT: Renovate Kitchen	ESTIMATE NO.	H-1
LOCATION: Illinois Veterans' Home	SHEET NO.	1 OF 1
A/E:	DATE:	00/00/00
ESTIMATOR: Bonnett (mechanical)		

DESCRIPTION	QUANTITY UNIT	MATERIAL UNIT PRICE	MATERIAL EXTENSION	LABOR UNIT HOURS	LABOR EXTENSION	LABOR RATE	TOTAL
3' - 0" wall mount convector	1 EA	\$170.00	\$170.00	1.00	1.00	\$26.68	\$196.68
1/4" rawl plug w/stove, bolt & washer	4 EA	\$0.55	\$2.20	0.10	0.40	\$26.68	\$12.87
Gate valve, 1", #150	1 EA	\$20.08	\$20.08	1.00	1.00	\$26.68	\$46.76
Circuit setter, 1", C & H #75	1 EA	\$46.40	\$46.40	1.00	1.00	\$26.68	\$73.08
Manual air vent, 1/4", #1368	1 EA	\$1.64	\$1.64	0.21	0.21	\$26.68	\$7.24
BC 1 90° ELL, 1"	3 EA	\$1.14	\$3.42	0.33	0.99	\$26.68	\$29.83
BC 1 45° ELL, 1"	2 EA	\$1.46	\$2.92	0.50	1.00	\$26.68	\$29.60
BC 1 Red Tee, 2" x 1"	1 EA	\$4.94	\$4.94	0.20	0.20	\$26.68	\$10.28
BC 1 Red Tee, 1 1/2" x 1"	1 EA	\$3.47	\$3.47	0.10	0.10	\$26.68	\$6.14
Blk. Assorted nipples 1"	8 EA	\$0.77	\$6.16	0.11	0.88	\$26.68	\$29.64
Blk. Sch. 40 A53 Pipe 1"	16 LF	\$1.01	\$16.16	0.12	1.92	\$26.68	\$67.39
Misc. Pipe dope, cut oil, rags	1 LS	\$20.00	\$20.00			\$26.68	\$20.00
Clevis hanger assembly #270	4 EA	\$3.68	\$14.72	0.30	1.20	\$26.68	\$46.74
Control Valve 1"	1 FBO			0.50	0.50	\$26.68	\$13.34
WYE Strainer 1" #331	1 EA	\$12.84	\$12.84	0.50	0.50	\$26.68	\$26.18
Power Pipe Threader 1/2 day (quote attached)							\$120.00

NOT INCLUDED:

A/E FEES
ESCALATION
DESIGN CONTINGENCY
TESTING FOR ASBESTOS
ASBESTOS ABATEMENT

10.90	SUBTOTAL	\$735.76
SUBTOTAL OTHER SHEETS		
GEN COND.		
	TOTAL	\$735.76

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sample

State of Illinois
CAPITAL DEVELOPMENT BOARD

REQUEST FOR PROPOSAL & CHANGE ORDER

Date: 11/18/2009

RFP Number: E-1

FOR CDB USE ONLY

Name: _____
Project No.: _____
Contract No.: _____
C.F. Locale: **Contractor #2**

1. (Contractor's Name, Address, Telephone, Fax & Attention)

Spark Electric, Inc.
P. O. Box 2000
City, Illinois 22222
(217)666-1231 Fax (217)666-1234
Attn: Sam Spark e-mail: sam.spark@spark.com

CDB Project #: **000-000-000**

CDB Project Name: **Renovate Kitchen**
& Location: **Illinois Veterans' Home, City, County, IL**

CDB Contract #: **00-0000-00**
Contract Work: **Electric**

2. REQUEST for change by: **Using Agency**

CDB contemplates making certain changes, additions and deletions to the work to be performed under the subject Contract. Unless otherwise indicated in the description of change, accompanying drawings and specifications, all work required shall conform to the contract documents. The Contractor is required to submit within 14 calendar days from the date herein a proposal and a detailed breakdown for this change. The proposal shall be submitted in accordance with CDB's format and the General Conditions.

3. REASON for change:

User needs additional space in the kitchen.

4. DESCRIPTION of change including reference to drawings and specifications revised, new drawings and specifications issued.
Convert existing storage area to kitchen space including new flooring, acoustical sealing, paint, and kitchen equipment.

5. OTHER CONTRACTS affected by this change. List Contractor's name, contract work, RFP number and amount.

Wizard Heating, Inc. - Heating, H-1, \$1,512.86
Acme Construction - General, G-1, \$59,900.00

IMPORTANT NOTICE

Disclosure of this information is mandatory in accordance with the Standard Documents for Construction. Failure to complete this will prevent payment for work completed and/or be a material breach of contract.

6. CONSIDERATION:
Work to be accomplished in **15** Calendar Days from Approval of RFPCO.

NOTE: Unless specifically indicated above, this does not extend the contract time.

The Contract Sum is **INCREASED/DECREASED**
by the total sum of.....\$ **2,392.79**

7. The change described above and on accompanying drawings and specifications and the Contractor's proposal (if applicable) are hereby incorporated by reference and made a part hereof. Having reviewed the above and determining the amount to be fair and proper the undersigned:

RECOMMEND issuance of a change order
A/E Firm Name

BY _____ signature

COORDINATING CONTRACTOR or CONSTRUCT. MANAGER

BY _____ signature

CONTRACTOR DATE _____

BY _____ print name
_____ signature
_____ title

APPROVE as to form and content:
USING AGENCY name

BY _____ signature

CDB/PM APPROVE _____ signature

CDB APPROVE change order DATE _____

BY _____ print name
_____ signature
_____ title

8.	FOR CDB USE ONLY	Type of Change	% Assess	Package No.	CO Date	CO No.	CO AMOUNT add (deduct)
							\$

State of Illinois
CAPITAL DEVELOPMENT BOARD

CPBS

Contractor's/Subcontractor's
Proposal Breakdown Summary

Date: **Sample**
Project No. **000-000-000**

RFP No: **E-1**

FOR CDB USE ONLY

Name: _____
Project No. _____
Contract No: _____
C.F. Locale **Contractor #2**

FROM: Contractor/Subcontractor Name, Address

Spark Electric, Inc.

P. O. Box 2000

City, IL 22222

Subcontractor indicate name of contractor.

PROJECT: Name, Location

Renovate Kitchen

Illinois Veterans' Home

City, County, IL

CONTRACT WORK: **Electric**

CDB CONTRACT NO: **00-0000-00**

I. SUMMARY OF DETAILED BREAKDOWN

Note: Detailed breakdown must be attached.

	Additions	Deletions	Net Total
A. MATERIAL	\$291.30		\$291.30
B. LABOR	\$1,664.15		\$1,664.15
C. OTHER	\$33.28		\$33.28
D. NET TOTAL A+ B+C			\$1,988.73
E. OVERHEAD & PROFIT Line D X 18%* (min. \$100) additions only, deletions -0-			\$357.97
F. TOTAL PROPOSAL FOR CONTRACTOR'S WORK		Lines D + E	\$2,346.70

II. CONTRACTORS MARKUP ON WORK OF SUBCONTRACTORS

Note: Detailed Breakdowns and summaries (CPBS Form) for each subcontractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACTOR WORK: Description	PROPOSAL **
None		

G. SUBTOTAL of all work performed by contractor's subcontractors		
H. CONTRACTOR's MARK-UP on work of subcontractors (min. \$50)	Line G X 6% *	
I. TOTAL PROPOSAL FOR SUBCONTRACT WORK	Line G+H	

III. PROPOSAL

J. BONDS (2 %) (if applicable)	Enter percentage as a number, for 10%, enter 10	\$2,346.70
K. BUILDERS RISK INSURANCE (1 %) (if applicable)		\$46.93
L. TOTAL PROPOSAL OF THIS CONTRACTOR (for subject RFPCO)	Lines F+ I +J +K	\$23.47
M. RCIF:{line L÷95% (minus line L)} Applicable for Indemnified Projects Only		\$2,392.79
Is This Contract to be Indemnified? Y or N N		
N. PROPOSAL for subject RFPCO increase (decrease) in contract amount.		
O. Work to be accomplished in 15 Calendar Days from Approval of RFPCO.		\$2,392.79

CONTRACTOR

(Signature) _____ Title _____ Date _____
(Name Typed) _____

* As per Contract Documents, General Conditions

** Subcontractor's Proposal Amounts from Line N of Subcontractor's CPBS Form

State of Illinois
CAPITAL DEVELOPMENT BOARD

**CHANGE ORDER PROPOSAL
SUMMARY COMPUTATIONS**

CONTRACTOR	<u>Spark Electric, Inc.</u>	PROJECT NAME	<u>Renovate Kitchen</u>
DATE	<u>SAMPLE</u>	PROJECT NO.	<u>000-000-000</u> RFP NO. <u>E-1</u>

A. MATERIAL

1. Rough Material	<u>\$271.30</u>	+ Freight/Cartage	=	<u>271.30</u>
2. Purchased Equipment (Quotations must be attached)				
a.	<u></u>			
b.	<u></u>			
c.	<u></u>			
d.	<u></u>			
Total Equipment Costs				<u></u>
TOTAL MATERIAL COST				<u><u>\$271.30</u></u>

B. LABOR

1. Trade	Electrician	Journeyman	53.1	x	\$31.34	=	\$1,664.15
		Foreman		x		=	
		Gen Foreman		x		=	
2. Trade		Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
3. Trade		Journeyman		x		=	
		Foreman		x		=	
		Gen Foreman		x		=	
TOTAL LABOR COSTS							<u><u>\$1,664.15</u></u>

C. OTHER COSTS

1. Tool Allowance	<u>\$33.28</u>	7.	<u></u>	<u></u>
2. Rental Equipment	<u></u>	8.	<u></u>	<u></u>
3. Shop Drawings	<u></u>	9.	<u></u>	<u></u>
4. Power Pipe Thre	<u></u>	10.	<u></u>	<u></u>
5.	<u></u>	11.	<u></u>	<u></u>
6.	<u></u>	12.	<u></u>	<u></u>
TOTAL OTHER COSTS				<u><u>\$33.28</u></u>

E-MAIL THIS FORM: This form may be submitted to CDB electronically. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state.il.us

NOTE: Form may be submitted electronically for review purposes. To meet contractual requirements, form must be submitted to CDB as part of a complete change order package.

**CHANGE ORDER PROPOSAL
LABOR COST BREAKDOWN**Project Number
Project000-000-000
Kitchen RenovationContractor
CDB Contract No.Spark Electric

Contract Expiration Dates

Trade
Electrician
00/00/00

Trade

Trade

Cost Per Hour

Journeyman

Foreman

Gen. Foreman

Journeyman

Foreman

Gen. Foreman

Journeyman

Foreman

Gen. Foreman

a.	Taxable Wages (incl. Vacation)	\$20.50	\$22.00							
b.	Union Benefits & Fringes *	\$6.38	\$6.38							
c.	F I C A 7.65 % of a.	\$1.57	\$1.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
d.	Fed. Unempl. 0.8 % of a.	\$0.16	\$0.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
e.	State Unempl. 8 % of a.	\$1.44	\$1.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f.	Worker's Comp. **	\$1.29	\$1.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
g.	Travel Cost (if applicable)									
h.										
i.										
	Total Labor Cost/Hr	\$31.34	\$33.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Worker's Comp Rates**

7.70%

Footnotes: * Only costs required by Union Agreement or IDOL Prevailing Wage Rate allowed.

** Worker's Compensation rate may vary by Trade, include the percentages by Trade

- Notes: 1. Only the costs shown above may be included in the hourly wage rates. Insurance costs, etc. are included in Overhead. Travel Cost is allowed only under very limited circumstances.
2. It is suggested that this form be completed for the initial change order on a CDB project and a master copy maintained in the contractor's office. A copy must be included with each change order package and the master copy revised at the beginning of any new wage agreement period.
3. E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www.cdb.state/il.us

ESTIMATE RECAPITULATION

CDB PROJECT NO. 000-000-000

PROJECT: Renovate Kitchen	ESTIMATE NO.	E-1
LOCATION: Illinois Veterans' Home	SHEET NO.	1 OF 1
A/E:	DATE:	00/00/00
ESTIMATOR: Bonnett (electrical)		

DESCRIPTION	QUANTITY UNIT	MATERIAL UNIT PRICE	MATERIAL EXTENSION	LABOR UNIT HOURS	LABOR EXTENSION	LABOR UNIT PRICE	TOTAL
1/2" EMT	3 C	\$20.00	\$60.00	11.00	33.00	\$31.34	\$1,094.22
1/2" EMT CONN	0.5 C	\$80.00	\$40.00	6.00	3.00	\$31.34	\$134.02
1/2" EMT COUP	1 C	\$96.00	\$96.00			\$31.34	\$96.00
1/2" EMT SUPPORTS	0.5 C	\$36.00	\$18.00	12.00	6.00	\$31.34	\$206.04
4" Square Boxes	6 EA	\$1.50	\$9.00	0.50	3.00	\$31.34	\$188.04
4" Square Blank Covers	6 EA	\$0.55	\$3.30	0.05	0.30	\$31.34	\$188.04
#12 THHN	0.6 M	\$75.00	\$45.00	8.00	4.80	\$31.34	\$18.80
Holes thru block wall	2			0.50	1.00	\$31.34	\$62.68
R & R Ceiling Tile	1 Lot		\$271.30	2.00	2.00	\$31.34	\$2.00

sample

53.10	SUBTOTAL	\$1,989.84
SUBTOTAL OTHER SHEETS		
	TOTAL	\$1,989.84

NOT INCLUDED:
A/E FEES
ESCALATION
DESIGN CONTINGENCY
TESTING FOR ASBESTOS
ASBESTOS ABATEMENT

sample